

No. 13768

United States
Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

WASHINGTON - OREGON SHINGLE WEAVERS' DISTRICT COUNCIL and EVERETT LOCAL 2580 SHINGLE WEAVERS UNION,
Respondents.

Transcript of Record

Petition for Enforcement of Order of the National
Labor Relations Board

FILED

AUG 5 1953

PAUL P. O'BRIEN
CLERK

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[Clerk's Note: When deemed likely to be of important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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GENERAL COUNSEL'S EXHIBIT No. 1-A

(Received in Evidence March 24, 52)

Form NLRB-508 (1-51)

United States of America
National Labor Relations Board

**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

Case No. 19-CC-42. Date filed 2-6-52. Compliance Status Checked by RM.

Important—Read Carefully: Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with Section 9 (f), (g), and (h) of the National Labor Relations Act.

Instructions: File an original and three copies of this charge, and an additional copy for each organization, each local and each individual named in Item 1 with the NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. Labor Organization or Its Agents Against Which Charge Is Brought: Washington-Oregon Shingle Weavers' District Council. Chartered by the United Brotherhood of Carpenters and Joiners of America. Affiliated with the American Federation of Labor, Eitel Building, Seattle, Washington.

General Counsel's Exhibit No. 1-A—(Continued)

The above-named organization or its agents has engaged in and is engaging in unfair labor practices within the meaning of Section 8(b), subsection 4(A) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge:

Above named union is inducing the employees of the employer to engage in a concerted refusal in the course of their employment to process or otherwise handle or work on shingles manufactured in the Dominion of Canada with the object of forcing the employer to cease using, handling or otherwise dealing in shingles of Canadian manufacture, owned by a Canadian corporation and to cease doing business with Canadian manufacturers.

Employer has entered into a long-term contract with the North Shore Shingle Co., Ltd., of Vancouver, British Columbia, to groove shingles manufactured in Canada and under contract of sale by the Canadian company to American firms. The first car of Canadian shingles arrived at Marysville, Washington, January 11, 1952, via the Great Northern Railroad in continuous transit from Vancouver, B. C., for processing by employer. Acting on orders from Arthur Brown, President of said union, not to process these Canadian shingles, the employees refused and continue to refuse to process said shingles, or any other shingles manufactured in the Dominion of Canada.

General Counsel's Exhibit No. 1-A—(Continued)

3. Name of Employer: John E. Martin and Frank S. Barker, co-partners doing business as Sound Shingle Co.

4. Location of Plant Involved: Delta Street, Marysville, Washington.

5. Nature of Employer's Business: Shingle manufacturing and shingle grooving.

6. No. of Workers Employed: Thirty-two (32).

7. Full Name of Party Filing Charge: John E. Martin.

8. Address of Party Filing Charge: Sound Shingle Company, Delta St., Marysville, Washington. Tel. No. Marysville 2102.

9. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

SOUND SHINGLE CO.,

/s/ By JOHN E. MARTIN,

(Signature of representative or person making charge)

Date: February 5, 1952.

GENERAL COUNSEL'S EXHIBIT No. 1-C

(Received in Evidence March 24, 1952)

Form NLRB-508 (1-49)

United States of America
National Labor Relations Board

**AMENDED CHARGE AGAINST LABOR
ORGANIZATION OR ITS AGENTS**

Case No. 19-CC-42. Date filed 2-6-52; 1st Amended
4-4-52.

Important—Read Carefully: Where a charge is filed by a labor organization, or an individual or group acting on its behalf, a complaint based upon such charge will not be issued unless the charging party and any national or international labor organization of which it is an affiliate or constituent unit have complied with Section 9 (f), (g), and (h) of the National Labor Relations Act.

Instructions: File an original and four copies of this charge with the NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. Labor organization or its agents against which charge is brought: Washington - Oregon Shingle Weavers' District Council. Chartered by the United Brotherhood of Carpenters and Joiners of America. Affiliated with the American Federation of Labor; Everett Local 2580 Shingle Weavers Union, United Brotherhood of Carpenters and Joiners of America,

General Counsel's Exhibit No. 1-C—(Continued)

A. F. of L. District Council: Eitel Building, Seattle, Washington. Local: Labor Temple, Everett, Washington.

The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of Section (8b) Subsection 4(A) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the act.

2. Basis of the Charge:

Above named union is inducing the employees of the employer to engage in a concerted refusal in the course of their employment to process or otherwise handle or work on shingles manufactured in the Dominion of Canada with the object of forcing the employer to cease using, handling or otherwise dealing in shingles of Canadian manufacture, owned by a Canadian corporation and to cease doing business with Canadian manufacturers.

Employer has entered into a long-term contract with the North Shore Shingle Co., Ltd., of Vancouver, British Columbia, to groove shingles manufactured in Canada and under contract of sale by the Canadian company to American firms. The first car of Canadian shingles arrived at Marysville, Washington, January 11, 1952 via the Great Northern Railroad in continuous transit from Vancouver, B. C., for processing by employer. Acting on orders

General Counsel's Exhibit No. 1-C—(Continued) from Arthur Brown, President of said union, not to process these Canadian shingles, the employees refused and continue to refuse to process said shingles, or any other shingles manufactured in the Dominion of Canada.

3. Name of employer: John E. Martin and Frank S. Barker, co-partners doing business as Sound Shingle Co.

4. Location of plant involved: Delta Street, Marysville, Washington.

5. Nature of employer's business: Shingle manufacturing and shingle grooving.

6. No. of workers employed: Thirty-two (32).

7. Full name of party filing charge: John E. Martin.

8. Address of party filing charge: Sound Shingle Company, Delta St., Marysville, Washington. Tel. No. Marysville 2102.

9. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

SOUND SHINGLE CO.,

/s/ By JOHN E. MARTIN,
Partner

Date: February 5, 1952.

GENERAL COUNSEL'S EXHIBIT No. 1-F
(Received in Evidence March 24, 1952)

United States of America
Before the National Labor Relations Board
Nineteenth Region
Case No. 19-CC-42

In the Matter of WASHINGTON - OREGON
SHINGLE WEAVERS' DISTRICT COUN-
CIL, CHARTERED BY THE UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, AFFILIATED
WITH THE AMERICAN FEDERATION
OF LABOR; EVERETT LOCAL No. 2580
SHINGLE WEAVERS UNION, UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, A. F. of L., and
JOHN E. MARTIN and FRANK S. BARKER,
Co-partners d/b/a SOUND SHINGLE CO.

COMPLAINT

It having been charged by John E. Martin and Frank S. Barker, Co-partners doing business as Sound Shingle Co., that Washington-Oregon Shingle Weavers' District Council, chartered by the United Brotherhood of Carpenters and Joiners of America, affiliated with the American Federation of Labor, and Everett Local 2580 Shingle Weavers Union, United Brotherhood of Carpenters and Joiners of America, A. F. of L., have engaged in, and are now engaging in, certain unfair labor practices affecting commerce as defined in the Labor-Management Re-

General Counsel's Exhibit No. 1-F—(Continued)
lations Act of 1947, 61 Stat. 136, herein called the
Act, the General Counsel of the National Labor
Relations Board, herein called the Board, on behalf
of the Board, by the Regional Director for the
Nineteenth Region of the Board, acting pursuant to
the Board's Rules and Regulations, Series 6, as
amended, Section 102.15, hereby issues this Com-
plaint and alleges as follows:

I.

John E. Martin and Frank S. Barker, herein
jointly called the Company, are, and at all times
herein alleged were, Co-partners doing business as
Sound Shingle Co., engaged at Marysville, Wash-
ington, in the business of manufacturing and pro-
cessing shingles and shakes.

II.

The Company, in the course and conduct of its
business, and at all times herein alleged, continu-
ously has purchased materials, supplies, and equip-
ment valued in excess of \$250,000, and continuously
has manufactured, processed, and then shipped from
its plant to states and territories of the United
States other than the State of Washington, prod-
ucts valued in excess of \$25,000, annually.

III.

Washington-Oregon Shingle Weavers' District
Council and Everett Local 2580 Shingle Weavers
Union, both affiliated with the United Brotherhood
of Carpenters and Joiners of America and with the
American Federation of Labor, herein jointly called
the Respondents, are, and at all times alleged were,

General Counsel's Exhibit No. 1-F—(Continued)
labor organizations as defined in Section 2 (5) of
the Act.

IV.

The North Shore Shingle Company, Ltd., herein called North Shore, is a Canadian corporation located in Vancouver, British Columbia, Canada, where it is engaged in the manufacture and sale of shingles.

V.

Since on or about January 11, 1952, the Respondents, and each of them, by their agents, have engaged in, and by orders, directions, instructions, threats, appeals, and other means, have induced and encouraged employees of the Company to engage in, a strike or concerted refusal in the course of their employment to use, manufacture, process, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services for their employer, an object thereof being to force or require the Company to cease using, handling, or otherwise dealing in the products of North Shore and/or other Canadian manufacturers or processors of shingles and to cease doing business with North Shore and/or other Canadian manufacturers and processors of shingles.

VI.

By all the acts of the Respondents, as set forth and described in paragraph V, above, and by each of them, the Respondents, and each of them, have engaged in, and are now engaging in, unfair labor practices within the meaning of Section 8, subsection (b) (4) (A) of the Act.

General Counsel's Exhibit No. 1-F—(Continued)

VII.

The activities of the Respondents, and each of them, as set forth and described in paragraph V, above, occurring in connection with the operations of the Company, as described in paragraphs I and II, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several states of the United States and have led and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

VIII.

The aforesaid acts of the Respondents, and each of them, as set forth and described in paragraph V, above, constitute unfair labor practices affecting commerce within the meaning of Section 8, subsection (b) (4) (A) and Section 2, subsections (6) and (7) of the Act.

Wherefore, the General Counsel of the National Labor Relations Board, on behalf of the Board, on this 9th day of April, 1952, issues this Complaint against Washington-Oregon Shingle Weavers' District Council, chartered by the United Brotherhood of Carpenters and Joiners of America, affiliated with the American Federation of Labor, and Everett Local 2580 Shingle Weavers Union, United Brotherhood of Carpenters and Joiners of America, A. F. of L., the Respondents herein.

[Seal] /s/ THOMAS P. GRAHAM, JR.,
Regional Director, National Labor Relations Board,
Region 19.

GENERAL COUNSEL'S EXHIBIT No. 1-H

(Received in Evidence March 24, 1952)

[Title of Board and Cause.]

ANSWER

Comes now Washington-Oregon Shingle Weavers' District Council and Everett Local 2580 Shingle Weavers Union, chartered by the United Brotherhood of Carpenters and Joiners of America, A. F. of L. and in answer of the Complaint filed herein admit, deny and represent as follows:

I.

These answering respondents have no information sufficient upon which to form a belief with respect to the matter alleged in Paragraphs 1, 2 and 4 of the Complaint, and therefore denies the same.

II.

These answering respondents admit Paragraph 3 of the Complaint.

III.

These answering respondents deny Paragraphs 5, 6, 7 and 8 of the Complaint.

Wherefore, having answered, these respondents move the Board for an order dismissing the Complaint herein.

/s/ FRANCIS X. WARD,
General Counsel, United Brotherhood of Carpenters
and Joiners of America.

/s/ GEORGE E. FLOOD,
WETTRICK, FLOOD & O'BRIEN

GENERAL COUNSEL'S EXHIBIT No. 2

(Received in Evidence March 24, 1952)

“The Shingle Weaver”

March, 1950

CONVENTION REPORTS

By O. M. Sarrett

The shingle business looks a lot better now as compared to a year ago. We have been very successful in eliminating non-union shingles and shakes from the California market. This does not mean that all unfair Canadian or other non-union material has been eliminated; however it is safe to say that most of the shakes and shingles now used in California bear the Carpenters Union label.

As most of our Redwood mills were down, I think we should do everything possible to help them get started again. It seems to me, two things that would help bring this about would be to first amend Article X, Section Q of our Working Agreement, which places a penalty of about thirty cents a square on the manufacture of Redwood shingles. Next we should use every means possible to eliminate the unfair discrimination in many building codes, which specify the use of red cedar shingles. In my estimation these codes should specify wood shingles; thereby not depriving the Redwood mills of their normal market.

During the recent sharp upturn in the shingle market there have been shortages in some sections of California. In Los Angeles and the San Francisco Bay area the Shinglers' Unions have had to let a

General Counsel's Exhibit No. 2—(Continued)
few carloads of the Canadian shingles come in.

Had the building codes specified wood shingles instead of red cedar or certigrade red cedar shingles this would not have happened. However, Brother Earl Thomas, secretary of the Los Angeles District Council has informed me that he is keeping track of what few carloads do come in, and as soon as enough union labeled material is available the unfair Canadian stuff will be stopped. This is also true with John Barbour, business agent of newly formed Shinglers' Local 3111 in San Mateo, who is not only stopping non-union shingles but is trying to help us organize our heavy shake mills. This means a lot to us as some the largest building projects in California are in this district.

In Sacramento where wood shingles are used almost exclusively I find the carpenters are demanding their union label on practically all shingles and shakes used. This city uses more shingles for its size than any city on the Pacific Coast. Brothers Vic La Chappelle and John Nelson deserve a lot of thanks from us.

Brother George Blaker, business agent for Shingles' Local 478 in Oakland has always been on the look-out for non-union shingles and shakes. His favorite expression is "I keep Oakland and Alameda County Clean."

In Bakersfield, Santa Barbara and most cities of any size in California we have had very good co-operation; however there are a few places that are not so good. Among these are Fresno, Stockton, San

General Counsel's Exhibit No. 2—(Continued)
Diego, Santa Rosa and Petaluma. It seems the farming sections of the state give us the most trouble. These sections do not use many shingles, however.

California is the number one shingle market in the United States. If we keep non-union shingles out of California we can keep a market for our small mills that have no drying facilities and therefore cannot ship any great distance.

In July I called on several business agents in Nevada and Utah. They all promised to remind the union carpenters to look for the label.

I won't repeat my report on Texas, Oklahoma, New Mexico, Kansas, Colorado and Arizona. If any of you did not see this in the "Shingle Weaver" I have a copy available.

Most carpenter locals in Oregon are cooperating in our Union Label drive, although in Portland some of the business agents are not doing anything to help us so far. Brother Clell Harris, Lloyd Goodwin, Albert Hensley and several others have been very cooperative. Especially Brother Harris who has gone out of his way to help us. He has mailed letters to all dealers in this area requesting them to use shingles and shakes bearing the carpenters' union label and reminding them that Canadian shingles and shakes are unfair. He has also sent notices to each carpenter reminding him of his obligation to demand the union label when same can be had. He deserves a lot of credit and thanks from our organization.

More side wall shakes are used in Portland than

General Counsel's Exhibit No. 2—(Continued)

any place on the Pacific Coast and most of them are unfair Canadian. I have visited many projects in this area and talked with men on the job, also foremen and contractors. Most of these men did not know we had shakes bearing the carpenters' union label and they promise to demand the same on all shingles and shakes they used in the future. Many of them had a supply of non-union material on hand that had to be used up.

Brother C. B. Bridger of Astoria District Council of Carpenters has given us the finest kind of support in our union label drive. He sent letters to about 40 dealers under his jurisdiction asking their cooperation, also sending each dealer a list of our union mills.

Vancouver and Longview, Washington have not given us anything but promises so far. A lot of side wall shakes are used in these districts, most of which are "Olympic" brand. Bro. Beagle and myself first called on the carpenters' business agent at Longview about two months ago. At that time he promised to do everything he could to help eliminate these non-union shakes, but did nothing. I have called on him three times since; the last time I was accompanied by Brothers Arthur Brown and Charles Templar. He promised us he would get a letter out immediately to the Olympic Shake Co., Seattle, reminding them that his union was demanding the carpenter's label.

Brother C. D. Long, business representative at Klamath Falls and Brother R. P. Watson, business

General Counsel's Exhibit No. 2—(Continued)
representative of Central Oregon District council which includes Bend, Redmond, Madras, Prineville, John Day, Hood River and The Dalles, have also sent out notices to the dealers in their jurisdiction, requesting them to cooperate in the use of unfair shakes and shingles.

Although we may be successful in driving unfair Canadian shingles and shakes from the Western States they are still shipping hundreds of carloads to the Middle West and Eastern states. This is evident by the fact that Mr. Martin of Perma Products Company, Chehalis, Wash., has shown Brothers Brown, Templar and myself proof that he had shipped 40 carloads of Canadian shingles and shakes to the Eastern states, in the month of December alone. He is one of the many that are doing the same thing. He is now operating an unfair shake mill in Chehalis, running long hours, Sundays and holidays and is paying low wages in competition to our fair shake mills. He is also buying all of the unfair 18-inch Canadian shingles he can get at 35 cents per square below the American price and shipping them back East to be remanufactured by scab labor. How can our fair shake mills compete against a situation of this kind. According to our success so far on the Pacific Coast I think that in time we could force the use of the Carpenters Union Label on most shingles and shakes used in the United States.

I have received the finest kind of cooperation from Brothers Bill Crouch, Al Kuschke, Chet Shin-

General Counsel's Exhibit No. 2—(Continued)
ninger, Wayne Duval, of the Portland Local; also
from Brother Beagle of the Kalama Local.

Brothers Arthur Brown and Charles Templar
have done everything possible at all times to assist
me in any way they could.

GENERAL COUNSEL'S EXHIBIT No. 3

(Received in Evidence March 24, 1952.)

"Shingle Weaver" [January, 1952.]

REPORT BY ART BROWN
President of Wash.-Ore. Shingle Weavers
Dist. Council

Recent reports indicate that most operators have paid the bonus, but some have not. Plenty of time has been allowed for making it out and we see no reason for further postponement. If you have not collected your bonus for Feb., March, April and May of 1951, do so or inform your local officers or Council and we will try to help in securing same for you. On Dec. 15 the Ladies Auxiliary of the Everett Local gave a wonderful turkey dinner for their members and their families. The evening was spent playing Bingo, followed by a Christmas gift exchange for all present. Visiting and singing Christmas carols rounded out a very full and enjoyable evening. The committee deserves much credit who prepared the dinner, and made so many beautiful prizes for the bingo game, also those who decorated the Christmas tree and room and attended to all the details. A grand success was the result.

General Counsel's Exhibit No. 3—(Continued)

During the last month the shingle market has improved slightly but not enough to start the mills. Some of the mills in Canada are down, but their shingles are still coming in and flooding our market. If we could get them the same wages, hours and working conditions we have here, it would not be necessary to fight these competitive conditions unfair to our employees. Our program with the Union Label has succeeded in keeping out a lot of Canadian shingles in the west, but plenty of work remains to be done in the east and parts of the south. On Dec. 9, 11, 12, Cargill and Lederle and I went to all the heavy shake mills in that district and informed them of a meeting in Sedro Woolley for all shake operators on Dec. 28, 1951. On Dec. 28 this meeting was held at which 8 operators out of a possible 11 attended. We trust that some good will come out of it. Some of the shake operators have agreed to run six hours per day to try it out to find out whether or not they can make it. I was well pleased to have the Shingle Weavers well represented. Lederle, Peterson and Morris from Sedro Woolley; Walter and MacGilvary of Bellingham; Mokler from Anacortes; Sarrett and myself from the Council attended the five-hour meeting.

Up to this time we have 19 shake mills putting on our lable and running 6 hours. If the locals would help me out on this I know that we would have a lot more.

A Happy New Year To You All.

GENERAL COUNSEL'S EXHIBIT No. 4

(Received in Evidence March 24, 1952)

"Shingle Weaver"

March, 1952

SHINGLE FIRM CHARGES EMBARGO TRY
BY UNION

By Don Page

Union attempts to place an embargo on Canadian shingles came before the National Labor Relations Board recently.

The Sound Shingle company, of Marysville, filed unfair labor charges against the Washington-Oregon Shingel Weavers Conference for allegedly ordering its members not to work on shingles from Canada.

The Marysville firm had entered into a long term contract, its complaint read, to groove shingles sold in this country by the North Shore Shingle Co. of Vancouver B.C. Members of the American Federation of Labor Shingle Weavers Union, though, have refused to process the Canadian shingles.

In Seattle Secretary-Treasurer Charles Templer of the Shingle Weavers Council described their action as an effort to protect the American industry from cheap foreign competition.

Canadians' working conditions allow them to produce shingles cheaper than in this country, Templer said. American shingle weavers refused to process the Canadian product because it did not bear the union label as required in their contract.

General Counsel's Exhibit No. 4—(Continued)

"Shingle Weaver"

March, 1952

REPORT BY ART BROWN

The unfair Labor charge filed by the Sound Shingle Company, Mr. Martin against the Wash.-Oregon Shingle Weavers District Council and Arthur Brown has been answered by your Council officers and attorneys. I do not believe that this wonderful Taft-Hartley law can force the Shingle Weavers Union to use scab shingles, make shakes out of them and put our lable on same. Apparently some of the operators in the Everett District are in favor of using Canadian shingles as they gave Mr. Martin the honor of serving on the Joint Board this year judging from the notice received from the United States Shingle Industry, Inc. Perhaps they enjoy competing with one who runs the Perma Stain outfit at Chehalis who runs eight and nine hours per day and Saturday. According to the men who quit and came into our union they make more by far in six hours per day than they did in eight and nine down there. According to the request sent to the council office by the operators they want the 40 hour week. What for? Perhaps they wish to run five months instead of ten per year. Also they want the overtime to increase production changed, and the standby time to be 15 minutes or more before standby time is paid and other changes. A Mr. Frank Ward has arrived from the Carpenters office to assist us as an attorney in our case with the Sound Shingle Co. Also we may get help from the

General Counsel's Exhibit No. 4—(Continued)

A.F.L., as well as the State Federation of Labor according to Ed Weston, Pres. of the State Federation of Labor. In fact the offers of help and cooperation from near and far have been overwhelming. We deeply appreciate the friendship shown us. In summing up the situation, if they want a good fight they will get it. The Joint Board meets on Feb. 29th and I hope it will not be too long before the 1952 agreement comes out. Most mills are running through out the Industry, but the prices are still low and we are beginning to be short of sawyers.

“Shingle Weaver”

March, 1952

SARRETT'S REPORT

O. M. Sarrett

Right after the convention last year I spent the latter part of January and the first part of February in Oregon and Washington trying to eliminate the use of non-union shingles and shakes. In my survey of the housing projects in Seattle and Tacoma I found everything O.K. with the exception of some shakes from the Wood Beautifiers who have a plant in Seattle. The grooving of these shakes is done in a union plant but the staining is done on an eight hour basis by the painters union and these shakes do not bear the union label. At that time there were a lot of Canadian shakes being used in Portland, Salem, and Eugene. This situation is greatly improved now.

I started for California in the middle of February

General Counsel's Exhibit No. 4—(Continued) and found the red wood mills running better than any time in the past several years. I stayed several days in the red woods signing up new members, also two mills. I then went on south, checking with Business Agents and lumber dealers in the Bay area and attending the California State Council of Carpenters Convention in Sacramento. I was extended every courtesy at this convention and given the floor where I thanked them for their fine cooperation. I then went on to Los Angeles where there was reported to be a shortage of shingles. I found that there had been a shortage several weeks before, but there were enough to go around at that time. I was assured of the continued support of the Shinglers Union and the Carpenters District Council at all times when there was sufficient union made materials available.

As I had not been getting very good cooperation in Utah and Colorado I made a trip to Denver by the way of Reno and Salt Lake City. Although I have called on these Business Agents several times asking for their cooperation on our Union Label Drive I don't think we are getting the support we have received in other areas. This is due to so many non-union carpenters working in this district. We can't expect much cooperation in any district where the Carpenters are poorly organized. On the way back I covered the southern part of Idaho and attended the Washington State Council of Carpenters Convention in Spokane. Bro. Nelson Lowe has always given us fine cooperation.

I went to the Executive Board meeting of the

General Counsel's Exhibit No. 4—(Continued)

Rocky Mountain District Council of Carpenters in Ontario, Oregon and the Oregon State Council of Carpenters Convention in The Dalles. At The Dalles Brother Abe Muir told the Oregon carpenters he was surprised and ashamed of them for their lack of interest in our Union Label Drive. He went on to tell them of the fine cooperation we had received in Calif. At the present time I am happy to report we are getting better cooperation than ever before. A lot of this is due to the help of Bro. Clell Harris and several of the Business Agents from the Portland District Council.

In June, I went to California to see if Canadian importations had anything to do with the poor shingle market. I found very few Canadian shingles and shakes but the slow market was caused by the former high price charged for shingles. All of the Shingles were working and applying about 80 per cent patent roofing.

I attended the Oregon State Federation Convention in Klamath Falls, also spent one day at the State Building Trades meeting held in the same city. Bro. Seydel and myself presented a resolution pertaining to the Label on wood shingles and shakes. This resolution was adopted.

In July I went to Eastern Washington by the way of Pasco and Spokane also stopped at Wenatchee, Moses Lake, and Yakima. Spokane area is still not too good as far as the Label is concerned, however the rest of Eastern Washington is O.K.

About this time Bro. Brown and myself tried to

General Counsel's Exhibit No. 4—(Continued)
organize the Perma Products Co., in Centralia. We had very little success but did have them placed on the unfair list of the Twin Cities Central Labor Council in Centralia.

I spent most of August in Calif., checking on the non-union shingle and shake situation as it was rumored there were a lot of them there. I covered the state from one end to the other, going down the coast route to San Diego and back by the inland route. I found this rumor was false as the only non-union stuff was old stock piled in the yards and not being used, and very little of that. There were very few Union Labeled heavy shakes anywhere in the state.

In September I made a trip to Spokane to try to get some action from the Carpenters there. From Spokane I went to Coeur d'Alene, Idaho and covered part of Montana. In Montana I found Union conditions much better than in Spokane.

On November 2, I left for Minneapolis, Minnesota, arriving there on November 4, the temperature just one degree above zero. On November 5, I called on J. H. Bakken, Secretary of the Twin Cities District Council, where I was extended every courtesy and promised all the help needed to clean up non-union shingles and shakes. Also called at the Building Trades office and had a long talk with the Secretary. The next day Business Agent Erickson took me to at least ten housing projects in the North end. No union shakes were being used. They were all from Canada and the Weyerhauser shake plant

General Counsel's Exhibit No. 4—(Continued) in St. Paul. A few were Ranier Brand with no Labels. Jamison undercoursing were the only shingles I found with the Label.

There are a lot of new homes going up at this time; all the Carpenters working in this cold weather. They say it takes ten below to stop them. I saw several hundred homes under construction in the North End of Minneapolis alone, nearly all side wall shakes, but not a cedar shingle on the roof; all patent roofing. On Nov. 8, Business Agent Bergmann and myself covered the West side of Minneapolis, finding the picture about the same. Back to Carpenter's Local No. 7 where I called Bro. Bakken. He was surprised to hear of so many non-union shakes and shingles, and asked me to stay over until Nov. 12, to attend a District Council meeting and explain our problem to Business Agents from five counties around St. Paul and Minneapolis. On Nov. 9, Business Agent L. W. Heineman took me to the South section of Minneapolis. They were using Weyerhauser shakes, also many houses were sidewalled with shingles from Port Moody, B.C. I also found a lot of No. 4's from Canada. Robert McNair brand.

I called on the Sawyer Cleaton Lumber Co., who was sure that Weyerhauser was the only one who could get him the colors they wanted. He was also handling Skookum Brand shakes from Portland, Oregon.

Bro. Heinemann and myself visited the Weyerhauser Staining Plant and were shown thru it by

General Counsel's Exhibit No. 4—(Continued)
the shake mill manager. There were a lot of Canadian shakes and some 24's from Forks, Wash. There must have been eight or ten carloads in storage and they were over half Canadian. We did not tell the manager who we were as they were over half Canadian. We did not tell the manager who we were as they are Union hating from the word go.

I went to St. Paul and talked with R. A. Olson and Geo. Lawson, President and Secretary of the Minnesota State Federation. Then called on Local 87 of the Carpenters. I was promised full cooperation at both places.

As the next day was Saturday and the Carpenter's offices were closed, I spent the day checking with various lumber yards. Mr. Anderson, of the Anderson Lumber Sales (Jamison dealer), was of the opinion that Weyerhauser was a monopoly on the market there. I found this opinion was shared by most of the other lumber dealers also.

On Monday, I attended the District Council meeting and explained our Union Label Drive and told them how successful we had been in California. They asked me many questions which I did my best to answer. They made a motion to give me full cooperation, and asked that I be present at their Executive Board meeting the next day, to work out the necessary details. At this meeting they agreed to send out a letter to all lumber dealers in the area and to each of their ten thousand members telling them after a reasonable length of time, they

General Counsel's Exhibit No. 4—(Continued) would expect them to demand the Union Label on all shingles and shakes used.

Bro. Baaken and I had lunch with the Pres., and Secretary of the Home Builders Association in St. Paul. They promised to help us in every way possible to eliminate unfair competition.

As there was nothing more for me to do in Minneapolis and St. Paul at that time I went on to Milwaukie, Wisconsin, where I called at the District Council office on November 19. I met Business Agents Henry Kamoske, Raymond Gazinki, and L. V. Coles also Business Manager Ralph Bowes and Secretary Chas. Bartholmas. These Bros. were very interested and said they had done some work to help us before, but did not know how the Union shake situation was at present. They agreed to get a letter out to all contractors and dealers right away. The Carpenters in Milwaukie have a union shop agreement with the contractors as well as about 40 of the largest yards in this vicinity. This contract states they do not have to use material that does not bear the Label. Very few wood shingles are being used here, mostly side wall shakes.

As the Milwaukie Business Agents told me of a large side wall shake project in Sheboygan, Wisconsin, I went to that city to see if they were using union made shakes. Chas. Schurmeister, Business Agent there was not to happy to see me. I had a hard time convincing him I was not there to get his men out on strike. After I explained our set up to him, he called the boss on the job and let me

General Counsel's Exhibit No. 4—(Continued)
talk to him. The foreman, a nice man to talk to said he was using Canadian shakes at that time but wanted to cooperate with us. The Miller Lumber Co., of Milwaukie was running the job and furnishing the shingles and shakes. Back in Milwaukie Business Agent Kamoske reminded The Miller Lumber Co., of their union contract, when they agreed in the future they would buy only shingles and shakes bearing the Carpenter's union label.

I left Milwaukie on Nov. 21, for Toledo, Ohio to check on a large pre-fab housing plant that I heard were using non-union side wall shakes. Upon investigation I found they were using shakes from the non-union Perma Products Co. Business Agent Ernest Reiger had just signed this pre-fab outfit in the union. He promised me he would see to it that these shakes were not used, or any others without the Label.

As the Perma Products Co., have another plant in Cleveland I went there to see the Carpenters, to see what could be done. I talked with Carl Schwarzer, who is Pres., of the Ohio State Council of Carpenters and two Business Agents who informed me that Perma Products were shipping all of their unfair material out of the city. They knew of no job at that time in their jurisdiction that was using wood shingles or shakes. They also said they had tried to organize this firm two times before with little success. They told me that if any of the unfair shakes showed up on a union job they would not be used.

General Counsel's Exhibit No. 4—(Continued)

As there were very few shingles and shakes being used in Detroit, Chicago, Des Moines and Omaha, I stayed just long enough in each place to contact the District Council offices and Business Agents and explain our Union Label Drive. I am sure that any of these places where the Carpenters are fully organized we can depend on their help.

In Salt Lake City, Utah, I found non-union "Shakertowns" and "Cedar Wall" shakes advertised in the paper. I called at the District Council office and talked to Council secretary Hunt and Wm. Ryan, Pres. of the Utah State Council. Bro. Ryan asked for a letter fully explaining our Union Label Drive, and stated that he would draw up a resolution from this letter to be presented at the next Utah State Council of Carpenters Convention. Forty per cent of the shingles and shakes used are applied by non-union men. The Carpenters are helping us all they can but of course they can not stop the non-union men. This is going to be one of the best shingle and shake markets in the next few months.

They have recently formed a District Council in Denver and we have been promised better cooperation in this District. After I returned home I sent a letter they requested to be read at their District Council meeting.

In the month I spent in the Northwestern and Central states I did not have time to scratch the surface as there are so many District Councils and Local unions in these states. I tried to go to

General Counsel's Exhibit No. 4—(Continued)
the places where I could do the most good. I was disappointed in the number of new shingle roofs.

There were a lot of side wall shakes being used; also some shingles used on the side wall. The patent shingle people sure have the roofing business. Nearly every dealer I talked to said wood shingles were too high or had been too high. I think we can get support for the Label in the Northern states. We should find out where the shingles are used and go to these places, rather than try to cover the whole U.S.A.

I spent two or three weeks before Christmas in California to try to get some action on heavy shakes. I hope we can get more of these shakes down there with the Label, as I know we can get the support of the Carpenters if we can get enough with the Label to supply the market. We have seven heavy redwood shake mills in the union. These are all applying the Union Label. Most of the redwood shingle mills are down at this time due to the poor market. In the three and a half years I have been in the redwoods I have never seen so few redwood shingles cut as the present time.

P.S.—The Los Angeles City Council banned all shingles not meeting the standards of the inspection bureau.

Bro. John Thorburn
Pres. Arthur Brown

RESPONDENTS' EXHIBIT No. 2

(Received in Evidence March 24, 1952.)

In the District Court of the United States for the
Western District of Washington,
Southern Division

Civil Action No. 1360

WASHINGTON - OREGON SHINGLE WEAVERS DISTRICT COUNCIL, Plaintiff,

vs.

THE PERMA PRODUCTS COMPANY, a corporation, Defendant.

ANSWER AND COUNTERCLAIM

Comes now the defendant herein and for its answer to plaintiff's complaint alleges as follows:

I.

Answering paragraph I defendant does not have sufficient knowledge or information respecting the same so as to form a belief and therefore denies the whole thereof.

II.

Answering paragraph II defendant admits the same except it denies that the defendant's actions caused plaintiff any damage.

III.

Answering paragraph III, defendant does not

Respondents' Exhibit No. 2—(Continued) have sufficient knowledge or information respecting the same so as to form a belief and therefore denies the whole thereof.

IV.

Answering paragraph IV, defendant does not have sufficient knowledge or information respecting the same so as to form a belief and therefore denies the whole thereof.

V.

Answering paragraph V, defendant does not have sufficient knowledge or information respecting the same so as to form a belief and therefore denies the whole thereof.

VI.

Answering paragraph VI, defendant does not have sufficient knowledge or information respecting the same so as to form a belief and therefore denies the whole thereof.

VII.

Answering paragraph VII, defendant admits that it has not recognized plaintiff's union or entered into any contract with plaintiff. With respect to the use of plaintiff's label, defendant does not claim any right to the use thereof and does not admit that it has used the same except in the manner and to the extent hereinafter set forth.

Respondents' Exhibit No. 2—(Continued)

VIII.

Answering paragraph VIII, defendant denies the same.

IX.

Answering paragraph IX, defendant denies the same.

X.

Answering paragraph X, defendant denies the same and particularly denies that plaintiff has been damaged in the sum of \$3000.00 or any sum.

XI.

Answering paragraph XI, defendant denies the same.

For a Further Answer and Counterclaim, defendant alleges as follows:

I.

That it is and at all times herein mentioned was a corporation organized under the laws of the State of Ohio duly qualified to do business in the State of Washington and doing business therein.

II.

Defendant does not manufacture any shingles or shingle products whatsoever. Its business consists solely of processing shingles by staining or by scoring and staining. Defendant purchases the shingles manufactured by others and receives them in bundles of the usual type, each bundle carrying the union

Respondents' Exhibit No. 2—(Continued)

label placed therein by the manufacturer thereof. That this defendant, after receiving such shingles, processes them by staining in some cases and in others by scoring and then staining. After such processing has been completed the shingles are then repacked and shipped. That up until on or about February 8, 1950, it was the practice of the defendant to replace on each package or bundle of shingles the union label which has been attached thereto by the manufacturer thereof.

III.

In replacing or reaffixing said union labels, defendant was actuated by the belief that said manufactured shingles were rightfully entitled to show said union label placed thereon by the manufacturers thereof and by the belief that this defendant ought not to remove said label therefrom.

That on or about February 8, 1950, defendant received a letter from the attorneys for the plaintiff herein complaining of defendant's practice in respect to the reaffixing of said labels. This letter of complaint was the first intimation or knowledge defendant had that said practice of the defendant was in any way objectionable to the plaintiff or to anyone whatsoever.

IV.

The defendant did not engage in said custom or practice for the purpose of deceiving the public or for the purpose of damaging the plaintiff or for the purpose of making any damaging misrepresentations as set forth in the plaintiff's complaint.

Respondents' Exhibit No. 2—(Continued)

V.

That immediately upon receiving said letter of complaint, the defendant ceased reaffixing said union labels to any and all bundles or packages of shingles so processed by it and at no time thereafter have any of said shingles so processed been sold or shipped by the defendant with said union label affixed thereto.

VI.

That in spite of the said discontinuance by the defendant, that plaintiff has nevertheless falsely and maliciously carried on a continuous circulation and publication of accusations against this defendant, falsely accusing it of making an unwarranted and unlawful use of said union label. That by said false and malicious statements so circulated and published, plaintiff has damaged the defendant in connection with its said business.

VII.

That by reason of said false and malicious continued misrepresentations of the facts in respect to defendant's alleged use of said label, defendant has been damaged in its business by reason of loss of business and loss of profits thereon in the sum of \$25,000.00.

Wherefore, defendant prays that plaintiff's action be dismissed and that it have judgment against the plaintiff for said sum together with its taxable

Respondents' Exhibit No. 2—(Continued)
costs and disbursements herein and for such other
and further relief as to the court may seem equit-
able.

THE PERMA PRODUCTS
COMPANY, a corporation

By I. E. PHILLIPS,
Its President.

EVANS, McLAREN, LANE,
POWELL & BEEKS,
Attorneys for Defendant

80

THIS CARTON CONTAINS
1 SQ.

R-X-3

SHAKERTOWN

16 INCH SCORED SHINGLES (OUTER COURSE) STAINED
TO COVER 100 SQ. FT. AT 12 INCH EXPOSURE





RESPONDENT'S EXHIBIT No. 4
(Received in Evidence March 24, 1952.)**1950 AGREEMENT****Red Cedar Shingle and Western Softwood Shingle**

This Agreement, made and entered into this 2nd day of February, 1951, by and between Sound Shingle Company, red cedar shingle manufacturer, and/or Western Softwood shingle manufacturer, hereinafter designated as the Employer, and the Washington - Oregon Shingle Weavers' District Council, hereinafter designated as the Union, chartered by the United Brotherhood of Carpenters and Joiners of America, affiliated with the American Federation of Labor.

General Purpose

**(a) The general purpose of this Agreement is, in the mutual interest of the Union and the Employer, to provide for the operation of all Red Cedar Shingle and Western softwood shingle mills, under conditions which will further to the fullest extent possible the safety and health of the employees, stabilization of operation, quality and quantity of production, elimination of waste, joint action against unfavorable legislation detrimental to the industry, hours of labor, minimum wage scales, and to regulate such conditions through a Joint Industrial Relations Board, hereinafter designated as the Board.

The Joint Industrial Relations Board

The Board shall be constituted as follows:

1. Labor. Seven (7) duly elected representatives

Respondents' Exhibit No. 4—(Continued)
of the Union to be known as the Union Negotiating Committee.

2. Management. Seven (7) duly elected representatives of Management to be known as the Employers' Negotiating Committee.

(b) The regular meeting date of the Board shall be the first Friday, following Washington's Birthday (February 22nd). Special meetings may be called on ten days' notice by the Chairman of either the Union or Employer groups. The purpose for which the special meetings are called shall be stated in the notice. If the purpose for which any meeting is called is to modify this contract or any provision thereof, sixty days' notice shall be given.

Termination

(a) This Agreement shall be and remain in force and effect until April 1, 1951, and providing that the Board is engaged in negotiations on a new working agreement on said date shall continue thereafter until such time as negotiations are terminated.

(b) During the life of this Agreement should conditions arise which in the opinion of either party of the Board make this Agreement in part or in whole inoperative, the said Board shall meet and attempt to overcome such conditions. If the Board is unable to conclude an agreement acceptable to the Union and the Employers then this Agreement may be terminated by either party at the expiration of sixty days. The sixty-day period to expire sixty days from date that official notice is received.

(c) It is understood that all changes in this

Respondents' Exhibit No. 4—(Continued)
Agreement are subject to approval by the Employers
and by the Union membership.

Article I—Recognition

(a) The Employer recognizes the Union as the exclusive collective bargaining agent for all employees in and around the plant, except bona fide foreman, office and clerical help.

Article II—Employment, Discharge, Suspension

(a) The Employer retains the right to hire, discharge, or suspend:

1. All eligible employees in and around the plant on the effective date of this Agreement shall become members of the Union within thirty days of such date. All employees thereafter hired shall become members of the Union within thirty days of their employment. All employees shall as a condition of continued employment, maintain membership in the Union.

2. In hiring new help the Employer agrees not to discriminate against Union members when available and capable, and agrees to give preference to individuals who maintain their residence in the community.

3. It is understand that regular extra men upon becoming members of the Union shall have job rights the same as regularly assigned men.

4. The Employer shall explain the reason for discharge or suspension of any employee to the plant shop committee before such discharge or suspension becomes effective and will recognize an authorized representative of the Union as a member of the

Respondents' Exhibit No. 4—(Continued)
committee. Any alleged unjust suspension or discharge shall be called to the Employer's attention within the following three working days. In the event no complaint is made in writing within the said period, the right herein shall be deemed waived.

(b) Any person, covered by this Agreement, violating the following shall be subject to immediate discharge or suspension at the option of the Employer and disciplinary action by the Union:

1. Bringing intoxicants into or consuming intoxicants in the plant or on plant premises.
2. Reporting for duty under influence of liquor.
3. Neglect of job or workmanship.
4. Failure to report for duty without having notified both his Employer and the Union.
5. Engaging in an unauthorized work stoppage.

(c) The Union shall not be held responsible for the unauthorized acts of its members.

(d) Nothing in this Agreement shall be construed to make the quitting of his labor by an employee a violation of same.

**Article III

Strikes or Lockout and Interpretation

(a) There shall be no industry-wide lockout or strike during the life of this Agreement, until every means of the Board has been exhausted in an effort to secure a peaceful settlement.

(b) No strike or lockout shall be sanctioned in any plant until the following procedure has been completed:

1. The complaint of the Union or the Operator

Respondents' Exhibit No. 4—(Continued) must be in writing and submitted to an authorized representative of the Union and an Employer member of the Board, or his authorized representative.

2. Both parties shall survey the situation and confer within forty-eight hours after receipt of the complaint.

3. If agreement cannot be reached which is satisfactory to the Union and the mill operator, each side shall submit to the other, in writing and within twenty-hour hours, all subjects upon which agreement could not be reached.

4. Within the following twenty-four hours, a further conference will be held in the presence of the aggrieved parties to attempt to iron out the differences.

(c) The Union shall serve a written notice on the Employer before establishing a picket line.

Interpretations

(a) The Chairman and Secretary of the Board are authorized to make interpretations of the provisions of this Agreement where they are in agreement, and such interpretations shall be accepted by the Local Unions and the Employers. Either the Local Union or the Employer shall have the right to appeal to the Joint Board whose interpretation shall be final.

(b) If the controversy is relative to an interpretation of the Agreement, and cannot be settled locally, the Local District Council Vice-President and an Employer member of the Board shall make a survey of the situation, and if they are in agreement

Respondents' Exhibit No. 4—(Continued) as to the interpretation of the Agreement the decision shall be accepted by the Local Union and the Employer. But, either the Local Union or the Employer shall have the right to appeal to the Joint Board whose interpretation, however, shall be binding on both parties.

(c) All disputes, either local or industry-wide arising from the interpretation of this Agreement and all alleged violations of same shall be resolved exclusively through collective bargaining processes between the Union and the Employer.

Article IV—Holidays

The following holidays shall be observed:

1. New Year's Eve from 6:00 p.m. to New Year's Day and New Year's Day.
2. Memorial Day.
3. Fourth of July.
4. Labor Day.
5. Thanksgiving Day.
6. Christmas Eve from 6:00 p.m. and Christmas Day.
7. Armistice Day.

When any of the above fall on Sunday, the following Monday shall be observed.

Article V—Working Rules

(a) All repacking shall be paid for at the rate in effect.

**(b) Bona fide Union officers called from their jobs to attend Union business shall not lose their

Respondents' Exhibit No. 4—(Continued)
job rights. Sufficient time shall be given to secure a replacement except cases of emergency.

(c) Employees called to their jobs, but not put to work through no fault of their own, shall receive two (2) hours' pay, unless notified prior to reporting that their services are not required. This rule shall not apply if the portion of the plant in which the employee works is shut down by a breakdown, or if failure to put such employee to work is caused by something which the Employer could not reasonably foresee in time to give such notice. (Note—The two (2) hour minimum pay clause shall not be taken advantage of by the Employer to work employees two (2) hours only and then dismiss them.)

(d) No time lost during any work day shall be deducted unless such employees are dismissed either by signal or personal notice of dismissal for a definite period of sixty (60) minutes or more working time, except, at the end of the shift when a breakdown occurs, employees may be dismissed for the balance of the shift provided there is thirty (30) minutes or more time loss.

(e) The regular starting time and quitting time shall be observed, except in individual workman cases provided the workman is informed in writing of his definite hours and the same are agreeable to the Union and the Employer.

(f) No time lost shall be made up.

(g) Employees shall not lose their job rights due to closing of plant, and shall be returned to their

Respondents' Exhibit No. 4—(Continued)

former positions if available when the plant resumes operations.

(h) An employee entering military service of the United States or drafted into Government service shall upon being discharged and for forty (40) days after such discharge, and if he so elects, be entitled to full job rights at the place of his former employment.

(i) Any employee transferred temporarily within a shift period to a higher paid job shall receive the hourly rate of pay of the job to which he is transferred. An employee transferred temporarily within a shift period to a lower paid job shall continue to receive the hourly rate of pay of his regular job.

(j) Packers shall not be required as a condition of employment to do any other work than packing.

(k) As a condition of employment, engineers, electricians, filers and millwrights shall not be required to furnish mechanical tools. In the event any employee does bring tools into the plant and said tools are destroyed by fire, he shall be reimbursed for same provided an inventory and value is filed with his employer at the time of employment.

Article VI—Picket Line

(a) During the life of this Agreement no member of the Union shall be required to work under police protection or go through a legitimate picket line.

(b) In the event a picket line is established on an

Respondents' Exhibit No. 4—(Continued)

operation, other than one ordered by the Union, the Union will notify the Employer, as soon as possible, the position of its members relative to such picket line.

(c) All shingles and by-products produced fair shall not be declared unfair providing the plant does not attempt to operate unfair with fair stock on hand.

Article VII—Vacation

(a) Six (6) cents per hour shall be paid in lieu of vacation with pay.

Article VIII—Local Problems

(a) Problems not of an industry nature are to be adjusted locally, but in no event shall decisions or local rules be made which conflict with the provisions and intent of this Agreement.

(b) Problems created by excessive sorting of timber for long shingle machines are considered a local problem.

(c) All the provisions of Article III shall be complied with in the settlement of local problems.

Article IX—Hours of Labor and Maintenance

(a) The regular hours of labor shall not exceed (6) hours in any twenty-four (24) hour period nor exceed thirty (30) hours per week unless time and one-half is paid, except

(b) Watchmen shall not exceed forty (40) hours

Respondents' Exhibit No. 4—(Continued)

per week unless time and one-half is paid. Combination fireman and watchman becomes a watchman when he ceases to perform any other duty.

(c) Sunday and holidays designated as such in the Agreement shall be paid at time and one-half except watchmen when the mill is down.

(d) With the exception of the sixth day's work as provided in (g) below, the overtime clause shall not be used to increase production except where loss of an employee, through failure to report for duty, quitting without notice, or for any other reason over which the Employer or the Union has no control and which curtails production. Union men are permitted to work overtime at rate and one-half to maintain production until the Employer or the Union can obtain a man or men. Refusal to accept overtime employment shall not be cause for dismissal, regular maintenance men on emergency jobs excepted. The Union shall designate the procedure to be used in working regular employees on overtime.

(e) Sawyer's make-ready pay (See Article X (d) and packers' cleanup pay (See Article X (i)) are additional exceptions to section (a) of this Article.

(f) Each employee and the Union shall be notified in writing by the Employer what hours and/or minutes of regular scheduled overtime are to be worked.

(g) The sixth day of work in any regular sched-

Respondents' Exhibit No. 4—(Continued)

suled workweek shall be considered as a regular work day except that rate and one-half shall be paid. Any day that an employee is available and ready for work shall be considered as a day worked, for the purpose of determining the employee's sixth day in any regular scheduled work week. The sixth day's work is optional with the Employer.

(h) The work week shall commence on Monday and end on Sunday, except: For second and third shifts, where by mutual agreement, a Sunday night shift is worked, the work week shall start with Sunday and end with Saturday.

Under the foregoing sections (g) and (h) any employee who works regularly on Sunday and has a regular day off during which he is not subject to call, would not be entitled to time and one-half for Saturday work. If, by prior arrangement he should work on his regular day off, he shall receive time and one-half, and the day would count in computing the sixth day's pay. If an employee works regularly seven days a week, he shall receive time and one-half for the sixth day's work and for Sunday.

Article X—Minimum Wage Rates

(a) As of May 16, 1950, the minimum wage rate shall be \$1.68 per hour.

(b) The minimum wage bracket classification shall be:

1. Clean-up man; 2. Bandnailer; 3. Woodpicker;
4. Second Car Loader; 5. Watchman, and such other designations as may be classified by the Union and the Employer.

Respondents' Exhibit No. 4—(Continued)

(c) The pay spread between the bracket classifications shall remain as adjusted in 1938, except that rates of pay adjustments that are necessary to correct maladjustments, or inequalities, or to correct gross inequities may be adjusted by a committee composed of the Employer and the Union, on which an authorized representative of the District Council and the Secretary of the Joint Board shall act. In case agreement cannot be reached the provisions of Article III shall be complied with.

(d) Shingle sawyers shall be paid at the following minimum rate per square based on the present requirements of the National Bureau of Standards, plus one dollar and one-half cent (\$1.00½) per hour:

Grade No. 1	Grade No. 2	Grade No. 3
24-inch ..34c	24-inch ..24c	24-inch ..24c
18-inch ..34c	18-inch ..24c	18-inch ..24c
16-inch ..34c	16-inch ..24c	16-inch ..24c

Sawyers: When required to do any or all of the following make-ready tasks shall be paid at the straight time rate of \$2.38 per hour:

1. Changing shingle and clipper saw. 9 minutes
2. Filing clipper saw..... 7 minutes
3. Picking up hoodlums..... 7 minutes
4. Oiling machines 4 minutes
5. Otherwise preparing machines for operation 3 minutes

Total for all tasks.....30 minutes

General Counsel's Exhibit No. 4—(Continued)

The time allowance agreed upon for the various tasks fairly represent average industry-wide experience.

The parties have also agreed that the classification No. 5 task "otherwise preparing machines for operation," does not include repairing or maintenance work, but covers only such minor operations as have been performed in the past.

It is agreed that the Employer has the option of relieving the sawyer of any or all tasks in the foregoing.

(e) Sawing dimensions shall be fifteen (15c) per square over the regular rate per grade.

(f) Any regular employee in a one-machine mill who does the fitting, in addition to his other duties, the rate shall be one hour based on an hourly rate of \$2.38 per hour at time and one half (\$3.57 per shift) or fourteen (14c) cents per square, whichever is greater, computed over a payroll period.

(g) Sawyers doing their own machine repair work (outside of minor adjustments) shall be paid at the prevailing rate for maintenance work, for said machine work.

(h) Sawyers, when required to point their own shingle saws, shall be paid at the rate of (1c) cent per square additional.

(i) Packing shall be paid the following minimum rate per square based on the present requirements of

Respondents' Exhibit No. 4—(Continued)

the National Bureau of Standards, plus one dollar and one-half cent (\$1.00½) per hour:

Grade No. 1	Grade No. 2	Grade No. 3
24-inch . . 22c	24-inch . . 22c	24-inch . . 22c
18-inch . . 22c	18-inch . . 22c	18-inch . . 22c
16-inch . . 22c	16-inch . . 22c	16-inch . . 22c

1. Packers shall receive one (1c) cent per square in addition to the regular rate in effect in the plant for all shingles packed. This is compensation for overtime the packer might be required to work, regardless of when this work is performed, in cleaning out bins and packing out shingles which may remain in the bins.
2. One-half (½c) cent per square in addition to the regular rate in effect in the plant shall be paid where two nails are used.
3. Packing five bundle square (16/16 courses) shall be one (1c) cent per square above the regular rate.
4. Each packer working under a machine in addition to his regularly assigned machined (split bin packer) shall receive twenty-two (22c) cents per square for singles packed under the regularly assigned machine, and shall receive forty-five and one-half (45½c) cents per square for shingles packed under the unassigned machine. In addition to these piece rates, each packer shall receive one dollar and one-half cent (\$1.00½c) per hour for a six-hour shift.

Respondents' Exhibit No. 4—(Continued)

5. Sawyers and/or packers sawing and packing shall receive the sawing rate for piecework plus the split bin rate for packing plus the day rate for one-half the time worked.

(j) Packing 4-inch dimensions shall be fifteen (15c) cents per square above the regular rate. Packing 5-inch and 6-inch dimensions shall be ten (10c) cents per square above the regular rate.

(k) Packing and nailing bands shall be two (2c) cents per square above the regular rate.

Packing and nailing bands where two nails are used shall be three (3c) cents above the regular rate.

(l) Packing and tallying shall be two (2c) cents per square above the regular rate.

(m) Packing, nailing bands and tallying shall be four (4c) cents per square above the regular rate.

(n) Temporary men will be paid at the regular Union rate.

(o) Workmen on the second shift shall receive four (4c) cents per hour over the regular rate. Workmen on the third and/or fourth shifts shall receive six (6c) cents per hour over their regular rate. These differentials shall not apply to watchmen.

(p) Sawyers shall be paid at the hourly rate of \$2.38 and packers at the hourly rate of \$1.94 for all periods during which the operation is down due

Respondents' Exhibit No. 4—(Continued)

to lack of blocks or breakdown and during which they are held on duty by the Employer awaiting resumption of operations. No allowance shall be made for standby time until the time of shutdowns equals fifteen minutes in any one shift and such accumulations shall not be carried forward from one shift to another.

1. No pieceworkers shall be dismissed because of a breakdown for a period less than sixty (60) minutes except, at the end of the shift, employees may be dismissed for the balance of the shift provided there is thirty (30) minutes or more time loss. Employees drawing standby pay shall remain available for resumption of work.

(q) When all or a major part of a shift is worked on timber other than cedar or redwood, the following differentials in wage rates shall be paid:

Sawyers, 5c per square
Packers, 5c per square
Tallyman, 5c per hour
Blockpiler, 5c per hour
Deck Crew, 15c per hour
Green Loader, 5c per hour
Filer, 15c per hour

The foregoing differentials are not in addition to differentials being paid as of March 31, 1947.

(r) It is agreed, that if, during the term of this contract, and its continuation as agreed upon by the Joint Industrial Relations Board, there shall

Respondents' Exhibit No. 4—(Continued)

be variations in the price of shingles above a base price as determined by methods to be agreed upon, bonus payments shall be made.

1. The minimum wage shall be \$1.68 per hour and all differentials between bracket classifications shall remain the same except as they may be adjusted under Article X (c), and with the further exception that in the event an across the board wage change takes place in the douglas fir industry, the above minimum, together with all other classifications shall be adjusted uniformly in an amount sufficient to maintain the existing differential between the minimums of the douglas fir area and the shingle industry, and thereafter shall be adjusted uniformly to maintain said differential but shall in no event be reduced below the rates in effect November 30, 1947. If lumber industry wage adjustments are made retroactive, the date the adjustment in the shingle industry shall be effective, shall be the beginning of the payroll period during which the lumber industry adjustments are agreed to.

2. Should the regular wage rates be changed in accord with subsection 1, the current bonus rate shall be increased or decreased inversely to correspond exactly with such changes, and the base price shall be increased four times the amount of any upward wage adjustment or decreased four times the amount of any downward wage adjustment.

3. Special meetings of the bonus committee shall be held when necessary, to carry out the provisions

Respondents' Exhibit No. 4—(Continued)

of the above subsections, at which times the appropriate amendments to the wage clause in this Article will be made and announced.

4. A committee which shall be chosen by the Joint Board shall meet on the tenth day of each month for the purpose of determining and announcing changes in the bonus rate.

5. Under rules which shall be agreed to by the Joint Board, the net mill price of grades No. 1, No. 2, and No. 3, 16-inch shingles sold during the preceding month in which the committee meeting is held, shall be obtained. The average of the prices thus obtained shall be used, allowing for 60% of grade No. 1, 30% of grade No. 2 and 10% of grade No. 3, to determine the amount of price change.

6. For each full 4c increase in price above the current base price per square, the bonus shall be 1c per hour at straight time in all classifications for all hours worked, payable each regular payday.

7. For each full 4c decrease in price, the bonus shall be decreased 1c per hour.

**(s) Apprentices. When an apprentice is assigned to a regular machine for the purpose of learning the trade, he shall receive \$1.68 per hour plus the regular piece rate plus make ready time and vacation allowance. The apprentice period shall not exceed sixty (60) days or until assignment to a regular job, whichever shall come first. The standby rate for apprentice shall be at the rate of \$1.68 per

Respondents' Exhibit No. 4—(Continued)

hour. Upon assignment to a regular job, the regular rate shall apply.

**(t) A special wage increase of 15c per hour to be paid across the board, effective June 16, 1950. This increase not to affect the bonus base or make ready, standby or other rate classifications but is to be paid at straight time to all employees for all hours worked. Any wage adjustments made during June, 1950, that were, in reality, a wage increase, shall be used as an offset to this amount. This special wage increase is subject to reconsideration by the Joint Board at a meeting that may be called on ten days' notice by either party after October 1, 1950.

It is agreed that the bonus to be paid in July, 1950, shall be 6c per hour or more.

Article XI—Miscellaneous

(a) A monthly statement shall be issued to all employees, showing hours worked and squares produced and their respective rates.

(b) Lunch rooms, etc. Every effort will be made by the Employers to provide lunch and locker rooms or cloak rooms, smoking rooms, and adequate toilet facilities. Lunch and smoking rooms to be large enough to accommodate the majority of the crew on each shift. These rooms to be kept clean, well-heated, and well-ventilated.

(c) Common Bins. The Employer is urged to make every effort to discontinue the practice of re-

Respondents' Exhibit No. 4—(Continued)

quiring two or more sawyers to throw singles into a common bin.

(d) The Joint Industrial Relations Board agrees that the safety codes of all States in which shingles are manufactured shall be complied with regardless of the type of accident insurance coverage. The Board agrees specifically that the laws, rules, and regulations of the State in which a plant is located, which pertains to the safety and health of industrial workers, shall be observed so far as practicable and no plant shall be exempt from observing State laws. In the event of Official Union complaint to the Joint Board that the State laws relating to safety codes are not being observed in any individual mill or mills, the Local Union involved shall call for an inspection of the condition complained of, by a State safety inspector in the State in which the alleged non-observance has occurred. In the event of a final determination by the State Safety Department of material non-observance then Article III of the Industry Agreement may be invoked.

The foregoing Agreement was negotiated by the the following members of the Joint Industrial Relations Board and is recommended to the Union and the Manufacturers.

For the Employers: George Plumb, Chairman, Frank L. Marshall, R. D. Mackie, Virgil Griffen, W. C. Pearce, E. C. Newberg, Paul R. Smith.

For the Union: Arthur Brown, Chairman, Charles

Respondents' Exhibit No. 4—(Continued)

A. Templer, William Cargill, Harvey Swain, Lonnie Harrison, Clarence Romaine, Fred Seydell, Fred Baker.

D. M. Williams, Secretary of the Board.

For the Union: (Signed) Glen Uttley, No. and name of local 2580.

Name of Firm: Sound Shingle Co. (Signed) Ralph E. Stuck, Box 863, Marysville, Wash.

** Changes.

Clarifications

Article II (a) (3) Employees whose regular duties include carrying the clock as watchman for the full time he is working while the plant is operating, shall have seniority as watchman when the plant is down.

** Article V (g) When a plant closes down for any reason, a man may work in any number of mills. However, when the original mill resumes operation the members of the crew who were laid off due to closing of plant must make a decision as to which mill they desire to hold job rights in.

Article IX (g):

1. A sawyer called the mill and stated he would not be able to work the regular shift. Question: Would the packer, who came to the mill but was sent home because of the absence of his sawyer, be paid

Respondents' Exhibit No. 4—(Continued)

at time and one-half on the sixth day? Answer: Yes.

2. A workman did not show up for work and stated the next day that he had been sick. Question: Would he be entitled to time and one-half on the sixth day of work? Answer: No.

3. Question: Are regular extra men who have been available and subject to call, qualified for time and one-half on the sixth day even though they have not worked the five previous days? Answer: Yes, if available to the same mill the five previous days. Clarifications: If a man has made an arrangement with the mill to be on the extra list and has been available to the same mill for the five previous days, he is subject to time and one-half if he works the sixth day. There are two points to consider—First—did he apply for work and arrange with mill to be on the extra list? Second—was he available when called? If the answers are yes, then he is entitled to time and one-half on the sixth day if he is called and works that day.

4. A workman lays off and gets a man to take his place. Question: Would he be paid time and one-half on the sixth day? Answer: No.

5. Question: Would standby and make-ready time be paid at time and one-half on the sixth day? Answer: Yes.

6. A man works five days for one mill and the sixth at some other mill. Question: Is he entitled to

Respondents' Exhibit No. 4—(Continued)

time and one-half on the sixth day? Answer: Yes, but must be willing to furnish proof that he had worked the five previous days.

7. Question: Is a regular holiday as defined in the Agreement considered a day worked for the purpose of determining the sixth day's pay? Answer: Yes.

8. Question: Is a fireman or similar workman who works a holiday at time and one-half entitled to time and one-half on the sixth day? Answer: Yes.

9. Men called on official Union business shall be considered as on the job for the purpose of determining their status on the sixth day of work, and their replacement is to be paid on the same basis.

10. Time lost by a workman where necessary in exercising his right to vote in State or National elections, shall be figured as time worked in figuring overtime on the sixth day, where every reasonable effort has been made to secure a replacement and two weeks' notice has been given the Employer.

Article IX (h) Second paragraph. This clause pertains to firemen only.

**Article X Wage increases by the hour are in addition to rates in effect on the effective date of the increase.

Article X (p) (1) Employees dismissed under this clause shall be paid for actual time put in up to the time of dismissal. For example—employees dis-

Respondents' Exhibit No. 4—(Continued)

missed after two hours and fifteen minutes of work shall be paid for only two hours and fifteen minutes.

Article X (r) (1) In clarification of this section it was agreed that for the purpose of the section the month is divided into two payroll periods.

JOINT INDUSTRIAL RELATIONS
BOARD

By ARTHUR BROWN,
Chairman,

By DAVID M. WILLIAMS,
Secretary

R-X-5

WHITE FALLS

SHEET

16-5/2

XXX XXX

No. 1

GRADE

NATIONAL LABOR RELATIONS BOARD

Decision No. 9-C.C. 421 OFFICIAL CIRUIT NO. 2

Disposition

Rejected

In the matter of Wash. Ore. Smoky Wear Co.

4-2452

Reporter W. F. MILLER

DISTRICT OF

WASH.-ORE.

UNITED

69

WORKERS

ASSOCIATION

69

64

SENECA 6388

R-X-6

KING COUNTY DISPENSERS, INC.
 AFFILIATED WITH
WASHINGTON STATE DISPENSERS, INC.
 602 EITEL BUILDING
 SEATTLE 1, WASHINGTON



NATIONAL LABOR RELATIONS BOARD
 Docket No. 9(CC42) OFFICIAL EXHIBIT NO. 6

Identified	<input checked="" type="checkbox"/>
Received	<input checked="" type="checkbox"/>
Rejected	<input type="checkbox"/>

Disposition

In the matter of Wash. Oce. Jernal Workers

RESPONDENTS' EXHIBIT No. 7
(Received in Evidence March 24, 1952)

CONSTITUTION AND LAWS

of the United Brotherhood of Carpenters and Joiners of America and rules for subordinate bodies under its jurisdiction.

Established August 12, 1881
Constitution as Amended
January 1, 1951

CONSTITUTION

Name of Organization

A. Section 1. This organization shall be known as the United Brotherhood of Carpenters and Joiners of America, and shall consist of an unlimited number of Local Unions and members subject to its laws and usages and shall not be dissolved while there are three (3) dissenting Local Unions.

B. The following abbreviations, when used in the United Brotherhood, shall have these meanings, viz:

- U. B.—United Brotherhood.
- G. E. B.—General Executive Board.
- B. of T.—Board of Trustees.
- S. C.—State Council.
- P. C.—Provincial Council.
- D. C.—District Council.
- G. P.—General President.
- 1st G. V. P.—First General Vice-President.
- 2d G. V. P.—Second General Vice-President.

Respondents' Exhibit No. 7—(Continued)

- G. S.—General Secretary.
- G. T.—General Treasurer.
- L. U.—Local Union.
- R. S.—Recording Secretary.
- F. S.—Financial Secretary.
- G. O.—General Office.

Objects

Section 2. The objects of the United Brotherhood are: To discourage piece work, to encourage an apprentice system and a higher standard of skill, to cultivate friendship, to assist each other to secure employment, to reduce the hours of daily labor, to secure adequate pay for our work, to establish a weekly pay day, to furnish aid in cases of death or permanent disability, and by legal and proper means to elevate the moral, intellectual and social conditions of all our members, and to improve the trade.

Our Principles

Section 3. Resolved, That we as a body thoroughly approve of the objects of the American Federation of Labor and pledge ourselves to give it our earnest and hearty support.

Union-Made Goods

Resolved, That members of this organization should make it a rule, when purchasing goods, to call for those which bear the trade mark of organized labor, and when any individual, firm or corporation shall strike a blow at labor organizations, they

Respondents' Exhibit No. 7—(Continued)
are earnestly requested to give that individual, firm
or corporation their careful consideration.

Labor Legislation

Resolved, That it is of the greatest importance that members should vote intelligently, hence the members of this Brotherhood shall strive to secure legislation in favor of those who produce the wealth of the country, and all discussions and resolutions in that direction shall be in order at any regular meeting, but party politics must be excluded.

Immigration

Resolved, That while we welcome to our shores all who come with the honest intention of becoming lawful citizens, we at the same time condemn the present system which allows the importation of destitute laborers, and we urge organized labor everywhere to endeavor to secure the enactment of more stringent immigration laws.

Faithful Work

Resolved, That we hold it as a sacred principle that Trade Union men, above all others, should set a good example as good and faithful workmen, performing their duties to their employers with honor to themselves and their organization.

Shorter Hours of Labor

We hold a reduction of hours for a day's work increases the intelligence and happiness of the laborer, and also increases the demand for labor and the price of a day's work. We advocate the adop-

Respondents' Exhibit No. 7—(Continued)
tion of the Five-Day, Thirty-Hour Work Week
and urge all Local Unions to put this into effect
as soon as possible.

Miscellaneous

We recognize that the interests of all labor are identical regardless of occupation, nationality, religion, or color, for a wrong done to one is a wrong done to all.

We object to prison contract labor, because it puts the criminal in competition with honorable labor for the purpose of cutting down wages, and also because it helps to overstock the labor market.

Headquarters, General Office and Home

Section 4. The Headquarters and General Office of the United Brotherhood shall be located in Indianapolis, Ind., until removed by a Convention and sustained by a referendum vote of the Brotherhood.

Printing Plant

A. Section 5. The General Executive Board shall have power to install and operate a printing plant at Headquarters in Indianapolis, Ind.

Home

B. The Home for Aged Members shall be located at Lakeland, Florida.

Jurisdiction

A. Section 6. The jurisdiction of the United Brotherhood of Carpenters and Joiners of America shall include all branches of the Carpenter and

Respondents' Exhibit No. 7—(Continued)

Joiner trade. In it shall be vested the power through the International Body to establish and charter Subordinate Local and Auxiliary Unions, District, State and Provincial Councils in all branches of the trade, and all other skilled employes working at the industry, and its mandates must be observed and obeyed at all times.

B. The right is reserved to the United Brotherhood through the International Body to regulate and determine all matters pertaining to fellowship in its various branches and kindred trades.

C. To subordinate Local or Auxiliary Unions, District, State and Provincial Councils the right is conceded to make necessary laws for Locals and District, State and Provincial Councils which do not conflict with the laws of the International Body.

D. The right is reserved to establish jurisdiction over any Local or Auxiliary Unions, District, State or Provincial Councils whose affairs are conducted in such a manner as to be a menace to the welfare of the International Body.

E. The United Brotherhood shall enact and enforce laws for its government and that of subordinate Locals and Auxiliary Unions and District, State and Provincial Councils and members thereof.

Trade Autonomy

A. Section 7. The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erecting, fastening or dismantling of all ma-

Respondents' Exhibit No. 7—(Continued)
terial of wood, hollow metal or fiber, or of products composed in part of wood, hollow metal or fiber, the laying of cork and composition, and all other resili-ent floor covering, all shingles, the erecting and dismantling of machinery and the manufacturing of all wood materials, where the skill, knowledge and training of a carpenter are required, either through the operation of machine or hand tools.

B. Our claim of jurisdiction, therefore, extends over the following divisions and subdivisions of the trade:

Carpenters and Joiners, Railroad Carpenters, Bench Hands, Stair Builders, Millwrights, Furniture Workers, Shipwrights and Boat Builders, Reed and Rattan Workers, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Casket and Coffin Makers, Box Makers, Bridge, Dock and Wharf Carpenters, Car Builders, Floor Layers, Underpinners and Tim-bermen, Pile Drivers, shorers and House Movers, Loggers, Lumber and Sawmill Workers, and all those engaged in the running of woodworking machinery, or engaged as helpers to any of the above divisions or subdivisions or the handling of material on any of the above divisions or subdivisions.

When the term "carpenter and joiner" is used, it shall mean all the subdivisions of the trade as herein specified.

Division of Laws

A. Section 8. The Constitution shall be com-piled in three parts, viz: Constitution, General By-Laws, General Laws.

Respondents' Exhibit No. 7—(Continued)

B. The laws of the United Brotherhood shall comprise, first: The Constitution, which shall contain the outline, fundamental principles, policies and objects of the Organization; the jurisdiction of the International Body, Local and Auxiliary Unions, District, State and Provincial Councils; the list of Officers and their general duties, and all matters pertaining to the raising of revenue.

C. The General By-Laws, which shall contain the order of procedure in convention, the specific duties of officers, delegates and committees, the compensation of the General Officers and Representatives, and the standing rules and rules of order.

D. The General Laws, which shall contain all matters pertaining to the relations of members, Local and Auxiliary Unions and District, State and Provincial Councils to each other, and all employees and others outside the jurisdiction of the United Brotherhood.

E. Constitution and all Laws shall be amended only by referendum, unless otherwise directed by a General Convention of the United Brotherhood.

General Officers and Elections

A. Section 9. General Officers of the United Brotherhood shall consist of a General President, First and Second General Vice-Presidents, a General Secretary, a General Treasurer, and an Executive Board of one member from each district of

Respondents' Exhibit No. 7—(Continued)
the United Brotherhood, who shall be exempt from all duties in their respective Local Unions.

B. The names of all nominees for General Officers shall be referred to the members of the United Brotherhood for referendum vote, and the nominees receiving a plurality vote of the members voting shall be declared elected. Nominations for all General Officers shall be made on the fourth day of the first week of the Convention, and submitted to the members for referendum vote. The foregoing officers shall be elected by the Australian ballot system in the following manner: The names of all nominees shall be printed on official ballots, supplied by the United Brotherhood, the member making an X opposite the name of the nominee the member wishes to vote for. The use of all other ballots shall be prohibited.

C. Election returns to be counted by the Tabulation Committee must be received at the General Office not later than the date designated by the General Executive Board. The Tabulation Committee shall report in writing to the General President their findings of all votes cast by Locals for each candidate, and the candidate receiving a plurality of all legal votes cast shall be declared elected and shall hold office for a term of four years, commencing April 1st following election and continuing thereafter every four years, or until their successors are duly chosen and qualified. A full accounting of each Local Union's vote shall be published in pamphlet form and distributed to all Local

Respondents' Exhibit No. 7—(Continued)

Unions in the same manner as the monthly Financial Statement.

D. Election of all officers shall be held at such time as may be designated by the General Executive Board following the Convention. All members must be notified by first-class mail of the time and place of such election. Ballots for the election shall be mailed to each Local Union at least twenty days preceding the week of the election.

E. The President, Recording Secretary and Financial Secretary of the Local Union shall be present during the time set for such election. The President shall appoint two tellers, who shall be members of the Local Union. The President shall act as judge of the election and shall have charge of the official ballots provided by the United Brotherhood for such election and shall be responsible for the proper distribution of the same. The Recording Secretary shall act as clerk of election, and the Financial Secretary shall certify to the right of the members to vote. No member shall be allowed to vote unless the member is in good standing in said Local Union.

F. All ballots shall be marked by making an X opposite the names of the nominees to be voted for, and shall be immediately placed by the member voting in a box provided for such purpose by the Local Union, which shall be in charge of the President. After the time for balloting has elapsed, the ballots shall be counted by the tellers in the presence of the President. The Recording Secretary

Respondents' Exhibit No. 7—(Continued)

shall then prepare duplicate statements showing the number of votes cast for each candidate on election forms furnished by the General Secretary. Such statements must be signed by the tellers, attested by the President and Recording Secretary and have seal attached. One copy must be sent to the General Secretary by the Recording Secretary and President by registered mail, and one copy must be retained by the Local Union. All election returns must be sent to the General Secretary in sealed envelopes, said envelopes to be furnished by the General Secretary and marked "Election Returns, Care of General Secretary, United Brotherhood of Carpenters and Joiners of America, Carpenters' Building, Indianapolis, Ind." The General Secretary shall turn over all Election Returns to the Tabulation Committee, when they report for duty, in the same condition as received. All voted ballots to be counted must be sent by registered mail or parcel post to the General Secretary by the Recording Secretary following the election, and all blank ballots shall be immediately destroyed by the Local Union.

G. Failing to comply with this Section, the Local Union shall be fined Twenty-five Dollars (\$25.00) by the General President, the fine to be paid to the General Office prior to any per capita tax, and the Local Union paying said fine shall collect the amount of the fine from the President and Recording Secretary of the Local Union fined.

H. There shall be a Tabulation Committee of

Respondents' Exhibit No. 7—(Continued)

five members elected at each General Convention, who shall meet at the General Office following the election. They shall tabulate all votes as cast by each Local Union for each candidate, according to the intent of the voters, and no Local Union's vote shall be rejected for cause unless first proven that such vote was not properly filed or was fraudulently cast, and then not until the protested Local Union has had a reasonable notice to file answer with the Tabulation Committee. When the Tabulation Committee finally rejects a Local Union's vote as cast, notice of same must be given the Local Union involved. Appeal for a recount may be taken to the General Executive Board from the count or decision of the Tabulating Committee by any Local Union whose vote is rejected by the Tabulation Committee, and all such votes shall be counted for the candidates in accordance with the decision of the General Executive Board. All such appeals must be attested before a Notary Public by affidavits as to the truth of their written or printed statements.

I. Any candidate shall have the right to be represented, without expense to the United Brotherhood, at the count of the votes, and have the right to examine any statement, sheet or ballot upon request.

J. Any member, Local Union, District Council, Provincial Council or State Council which sends out any letter, or letters or circulars of a scurrilous or defamatory nature against any candidate for office in the United Brotherhood, unless such can-

Respondents' Exhibit No. 7—(Continued)
didate has been charged, tried and found guilty of a violation of some provision or provisions of the laws of the United Brotherhood, shall be expelled.

K. No member shall be elected or appointed to any Local or General Office, representative or deputy, or a delegate to any Central Body or to a Convention unless such member is a citizen of the United States or Canada, provided membership has been held in the United Brotherhood sufficient time to obtain citizenship and the member to be eligible to serve in any such capacity must be a citizen of the country in which office is held.

L. A member to be eligible for nomination and election as a General Officer must be a full beneficial member.

General President

A. Section 10. The General President shall issue and sign all charters, may grant dispensations in extraordinary cases and shall fill any vacancies among the General Officers by consent of a majority of the General Executive Board. The General President may appoint any member of the United Brotherhood in good standing as a representative on request of any District Council on a majority vote at a called meeting, or on a majority vote of any Local Union, where a District Council does not exist. The compensation for Representatives shall be One Hundred Seventy-Five (\$175.00) Dollars per week.

B. The General President may personally, or by deputy, take possession for examination of all

Respondents' Exhibit No. 7—(Continued)

books, papers and financial accounts of any Local Union, District Council, State Council or Provincial Council, summarily when necessary, and the same shall remain in possession of the General President within the jurisdiction of the Local Union, District Council, State Council or Provincial Council until a complete report has been made and filed. During said examination a representative of the Local Union, District Council, State Council or Provincial Council may be present.

C. The General President may issue charters to Ladies Auxiliary Unions composed of the mothers, wives, daughters and sisters of members of the United Brotherhood.

D. The General President may issue charters to Auxiliary Unions composed of persons working at an industry where organization would be a benefit to the United Brotherhood.

E. The General President shall appoint a committee to compile the laws of the United Brotherhood, and all other committees unless otherwise provided. The compensation of all members of committees shall be regulated by the General Executive Board.

F. The General President shall decide all points of law, appeals and grievances, except death and disability claims, and have power to suspend any Local Union, District Council, State Council or Provincial Council for violation of the Constitution and Laws of the United Brotherhood subject to an appeal to the General Executive Board. Any Local

Respondents' Exhibit No. 7—(Continued)
or Auxiliary Union, District Council, State Council or Provincial Council which wilfully or directly violates the Constitution, Laws or principles of this United Brotherhood, or acts in antagonism to its welfare, can be suspended by the General President in conjunction with the General Vice-Presidents.

G. In any locality where there is a superfluous number of Local Unions and a consolidation would be in the best interests of the United Brotherhood, locally or at large, the General President shall have the power to order two or more of such Local Unions to consolidate and to enforce the consolidation, provided such course receives the sanction of the General Executive Board.

H. The General President shall supervise the entire interests of the United Brotherhood, and perform such other duties as the Constitution and Laws of the United Brotherhood may require, and shall by virtue of the office be a delegate to the Conventions of the American Federation of Labor and the Building Trades Department, and shall submit a quarterly report to the General Executive Board, and the same shall be published in the official Journal, and shall also submit monthly, to the General Secretary an itemized account of all moneys expended by the General President on behalf of the United Brotherhood.

I. In case of charges against any General Officer, the General President shall have power to suspend said officer pending an investigation by the

Respondents' Exhibit No. 7—(Continued)

other members of the General Executive Board, such investigation to take place, and the findings of the General Executive Board, with a copy of all evidence, submitted to a general vote of the Local Unions within thirty days. The result of said vote to be returned to the General President within thirty days thereafter, and should the accused be found guilty as charged by a majority vote of the members of the United Brotherhood voting, the General President shall make the suspension permanent.

J. Where an Auxiliary, Local Union, or District Council, State Council or Provincial Council has asked the assistance of the General Office, the General President may, with the consent of the General Executive Board, make settlement with employers, and the said Auxiliary, Local Union, or District Council, State Council or Provincial Council must accept the same.

K. Whenever, in the judgment of the General President, subordinate bodies or the members thereof are working against the best interests of the United Brotherhood, or are not in harmony with the Constitution and Laws of the United Brotherhood, the General President shall have power to order said body to disband under penalty of suspension. The General President shall have power to grant dispensation for the use of the label, stamp or die, where such will be beneficial to the Organization.

Respondents' Exhibit No. 7—(Continued)

L. The General President shall receive Six Hundred Dollars (\$600.00) per week salary.

First General Vice-President

A. Section 11. The First General Vice-President, under the supervision of the General President, shall render such assistance to the General President as may be required, and by virtue of the office shall be a delegate to the Conventions of the Label Trades Department, A. F. of L., and in case of a vacancy in the office of the General President, shall become General President and perform the duties of that office.

B. The duties of the First General Vice-President, who shall maintain headquarters at the General Office, shall be to examine and approve or disapprove all Local Union, District Council, State Council or Provincial Council Laws, and shall have charge of and issue the label and keep a record of same in accordance with the Constitution and Laws of the United Brotherhood, also keep a record of all union and non-union shops, mills and factories, and their wages, hours, and conditions for the General Office, Local Unions, District Councils, State Councils, Provincial Councils, Representatives, Deputies and Business Agents, and perform such other duties as may be assigned by the General President.

C. In case of charges against the General President, the General Vice-President, in conjunction with the other members of the General Executive Board, shall have power to suspend said officer pending an investigation by the General Executive

Respondents' Exhibit No. 7—(Continued)

Board and the General Vice-Presidents. And their findings shall be submitted, with a copy of all evidence, by the General Secretary to a vote of all the members of the United Brotherhood within thirty days after the findings are complete, the result of said vote to be returned within thirty days thereafter, and should the accused be found guilty as charged, by a majority vote of all the members of the United Brotherhood voting, the aforesaid officers shall make the suspension permanent.

D. The First General Vice-President shall receive Four Hundred Dollars (\$400.00) per week salary.

Second General Vice-President

A. Section 12. The Second General Vice-President shall render such assistance to the General President as may be required and in case of a vacancy in the office of the First General Vice-President, shall assume that office and perform the duties of same.

B. The Second General Vice-President shall assist the General President in the discharge of the duties of that office and in the absence of the General President and the First General Vice-President from the General Office shall perform the duties of the General President and shall, when not engaged at the General Office, devote full time to the interest of the United Brotherhood under the direction of the General President.

C. The Second General Vice-President shall receive Three Hundred and Fifty Dollars (\$350.00) per week salary.

Respondents' Exhibit No. 7—(Continued)
General Secretary

A. Section 13. The General Secretary shall preserve all important documents, papers and letters and retain copies of all important letters sent on business of the United Brotherhood, and shall conduct all official correspondence pertaining to the office and sign all charters, if in proper order, also have charge of the seal of the United Brotherhood, and shall affix it to all important official documents; keep a record of all contributing members of the United Brotherhood, also those owing three months' dues, dropped, deceased, resigned, expelled and the cause of expulsion.

B. The General Secretary shall publish the Official Journal on the 15th of each month, giving therein all business pertaining to the Local Unions, and mail a copy of same to the home address of each member who is entitled to donations, and shall also issue the General Password quarterly, and a General Password to the Ladies' Auxiliary semi-annually, and publish a monthly Financial Statement in pamphlet form of all moneys received and expended and the sources from which they have been received, same to be forwarded to the Secretary of each Local Union.

C. The General Secretary shall print the Constitution and Laws of the United Brotherhood in English, and the interpretation of the Constitution and Laws in the English language shall be the only one by which the United Brotherhood shall be governed.

D. The General Secretary shall receive all moneys due from Local Unions and other sources, giving

Respondents' Exhibit No. 7—(Continued)

receipt therefor, and shall keep a correct financial account between the several Local Unions and the United Brotherhood, and draw an order on the General Treasurer for all bills legally due by the United Brotherhood, and also those authorized by the General Executive Board, and shall notify the Local Unions by registered letter when two months in arrears, before the fifteenth day of the third month.

E. The General Secretary shall compile statistics as to the hours of labor, rate of wages, meeting nights, place of meetings, and Saturday half holiday of all Local Unions and District Councils, and make same available to each Local Union, District, State and Provincial Council. The General Secretary shall make an annual report, and shall perform such other duties as are required by the Constitution and Laws of the United Brotherhood.

F. The General Secretary shall daily turn over to the General Treasurer all moneys received, taking a receipt therefor.

G. The General Secretary shall file a bond with the General Executive Board in the sum of Twenty Thousand Dollars (\$20,000.00) for the faithful and honest performance of the duties of the office, and shall employ clerical assistance in the office of the General Secretary at reasonable salaries payable from the General Fund, and shall by virtue of the office be a delegate to the Conventions of the A. F. of L. and Building Trades Department.

Respondents' Exhibit No. 7—(Continued)

H. The General Secretary shall receive Three Hundred Dollars (\$300.00) per week salary.

General Treasurer

A. Section 14. The General Treasurer shall receive from the General Secretary all funds and deposit same in the name of the United Brotherhood of Carpenters and Joiners of America in such banks as may be designated by the General Executive Board, and shall make no disbursements except on order of the General Secretary and signed by the General President, and in case of drawing money from the bank, all checks must be signed by the General Treasurer and countersigned by the General President or General Secretary. The General Treasurer shall submit an itemized statement of all moneys received and expended to the General Executive Board at their quarterly meeting for the preceding three months, and submit to them all books and vouchers pertaining to the office of the General Treasurer for inspection and audit, and shall deliver to the General Executive Board all such books and vouchers when called on to do so. The General Treasurer shall examine and pay all legal claims in accordance with the Laws of the United Brotherhood; order Local Unions to furnish such evidence and information as may be required to render decisions in death and disability claims, and may retain such evidence and papers on file as the case may warrant, but upon the request of the Local Union must furnish it with a copy of the same, and shall perform such other duties as the General

Respondents' Exhibit No. 7—(Continued)

Executive Board may require, and file a bond with the General Executive Board in the sum of Fifty Thousand Dollars (\$50,000.00) as security for the faithful performance of the duties of the office.

B. The General Treasurer shall receive Three Hundred Dollars (\$300.00) per week salary.

General Executive Board

A. Section 15. There shall be seven districts of the United Brotherhood, and one member of the General Executive Board shall be elected from each district as follows:

B. District No. 1 shall be composed of the states of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut and New York. District No. 2 shall consist of New Jersey, Pennsylvania, Delaware, Maryland, Virginia, West Virginia and District of Columbia. District No. 3 shall consist of Kentucky, Indiana, Illinois, Ohio, Michigan and Wisconsin. District No. 4 shall consist of North and South Carolina, Georgia, Florida, Alabama, Tennessee, Mississippi, Arkansas, Louisiana, Puerto Rico, Canal Zone and Virgin Islands. District No. 5 shall consist of Minnesota, North and South Dakota, Nebraska, Iowa, Kansas, Missouri, Texas and Oklahoma. District No. 6 shall consist of Washington, Montana, Oregon, Idaho, Wyoming, California, Nevada, Utah, Colorado, Arizona, New Mexico, Alaska, British Columbia and Hawaiian Islands. District No. 7 shall consist of the Dominion of Canada, except the Province of British Columbia.

C. The General Executive Board shall be com-

Respondents' Exhibit No. 7—(Continued)
posed of the General President, First General Vice-President, Second General Vice-President, General Secretary, General Treasurer, and one member from each of the above districts of the United Brotherhood, who between Board meetings shall devote their entire time to the interest of the United Brotherhood, under the supervision of the General President. The General President shall be chairman of the General Executive Board and the General Secretary the secretary; they shall hold quarterly meetings, or when required, and at the call of the chairman of the General Executive Board, special meetings. All correspondence and appeals for the General Executive Board shall be sent to the General Secretary who shall present same at the next regular meeting of the Board. No General Officers shall vote on decisions rendered by themselves. The proceedings of the General Executive Board shall be published in "The Carpenter."

D. The General Executive Board shall decide points of law, all grievances and appeals submitted to them in legal form, and their decisions shall be binding until reversed by the Convention.

E. The General Executive Board shall have power to authorize strikes in conformity with the Constitution and Laws of the United Brotherhood, and when necessary to defend the organization in any locality against the attacks of employers, combinations or lockouts, or any attempt to disrupt or destroy the organization, to support such locality by levying a per capita assessment and by ordering a cessation of work for any employer involved, ir-

Respondents' Exhibit No. 7—(Continued)
respective of where such work is located; enter into agreement with other organizations with reference to jurisdiction over work; or a general offensive or defensive alliance.

F. Protect the property and interest of the United Brotherhood in such a manner as they may deem helpful and beneficial.

G. Order strikes in any locality, regardless of agreements that may have been entered into by any Subordinate Unions, District, State or Provincial Councils, unless such agreements have been approved by the General President.

H. To make agreements with employers covering our jurisdiction; provided such agreements require employers to conform with the trade rules of the district where the work is located.

I. It shall be the duty of the General Executive Board to prepare the bonds of the General Secretary and General Treasurer, and hold them in trust for the United Brotherhood. They shall employ a licensed State Accountant to make a quarterly audit of the accounts and the books of the General Secretary and General Treasurer, and said Accountant shall be required to submit a written itemized report to the chairman of the General Executive Board. They shall examine all bills and shall perform such other duties as provided for in the Constitution and Laws of the United Brotherhood.

J. Whenever, by virtue of an increased death rate, a deficiency is likely to arise in the General Fund, the General Executive Board shall have the

Respondents' Exhibit No. 7—(Continued)
authority to draw from the funds of each Local Union such sum for each member in good standing as may provide against such deficiency.

K. The General Executive Board, through the General Office, shall bond all financial officers of subordinate bodies of the United Brotherhood. The cost of said bonds to be paid for by the Local Union, District Council, State Council or Provincial Council. The price of Local bonds shall be a standing appropriation to be paid the General Secretary upon the receipt of notice from the General Office.

L. The General Executive Board shall define a detailed trade autonomy declaration, and as defined, it shall be contained in the Constitution and Laws.

M. The members of the General Executive Board from each district shall receive a salary of Two Hundred and Fifty Dollars (\$250.00) per week.

Board of Trustees

A. Section 16. The General President, First General Vice-President, Second General Vice-President, General Secretary, General Treasurer, and the seven (7) district members of the General Executive Board shall by virtue of their office constitute a Board of Trustees for the management and control of the Headquarters and real estate of the United Brotherhood of Carpenters and Joiners of America in the city of Indianapolis, Ind., the Home and real estate at Lakeland, Florida, or property elsewhere.

B. It shall be the duty of said Board of Trustees to organize and elect a Chairman and Secretary from among their members, and they shall keep a

Respondents' Exhibit No. 7—(Continued)
record of their meetings in a book to be kept for
that purpose.

C. The said Board of Trustees shall make a quadrennial report to the General Convention of all business transacted in connection with the Headquarters, Home and real estate of the United Brotherhood of Carpenters and Joiners of America.

D. The said Board of Trustees shall authorize the General President and General Secretary to order the General Treasurer to pay all legitimate expenses in connection with said Headquarters, Home and real estate, subject to examination and approval of the Board when in session.

E. Should a vacancy occur in said Board of Trustees either by death, resignation, removal or otherwise, then such vacancy shall be filled as provided in the Laws of the United Brotherhood.

F. The title of the Headquarters, Home and real estate now held by this United Brotherhood, or which may be hereafter acquired, shall be vested by proper conveyance in said Board of Trustees and their successors in office, to be held by said Board of Trustees in trust for the sole use, benefit and behoof of this United Brotherhood of Carpenters and Joiners of America.

G. Said Board of Trustees shall have the management and control of all property; may rent, lease and improve the same in such manner as the majority of said Trustees shall direct, but shall have no right to sell, convey or encumber any such property without submitting the proposition to sell, convey

Respondents' Exhibit No. 7—(Continued)
or encumber to a referendum vote; said referendum vote must be taken in accordance with the Laws of the United Brotherhood of Carpenters and Joiners of America, and said proposition must be accepted by a majority of the members voting in order to permit the said Trustees to sell, convey or encumber said Headquarters, Home or real estate, or any part thereof.

H. All legitimate expenditures in connection with said Headquarters, Home and real estate shall be paid by the General Treasurer out of the funds of the United Brotherhood of Carpenters and Joiners of America upon receipt of written order signed by the General President and General Secretary.

I. All income received from rents, lease or sale of said property, or any part thereof, shall be received by the General Secretary as provided for in the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America, and shall become a part of the General Fund of the United Brotherhood of Carpenters and Joiners of America. An accounting of all such receipts and expenses shall be published in the regular monthly Financial Statement submitted by the General Secretary to the Local Unions. The receipts from the Home Property at Lakeland, Florida, shall be turned over to the Home and Pension Fund.

J. Members of the Board of Trustees, shall receive no compensation for their services in connection with the management of the Headquarters, Home and real estate, other than such compensation as is already provided for in the Constitution and Laws of the United Brotherhood.

Respondents' Exhibit No. 7—(Continued)
Revenue

Section 17. The revenue of the United Brotherhood shall be derived from a per capita tax from all Local Unions on all members in good standing, also \$5.00 on each new Beneficial, Semi-Beneficial and Honorary member admitted excepting First Year Apprentices, the cost of bonds on all subordinate officers, charter fees, rent of office building, interest on bank deposits, subscribers to and advertisements in the official Journal, clearance cards, fines, the sale of supplies and miscellaneous receipts.

GENERAL BY-LAWS

General Convention

A. Section 18. The United Brotherhood shall meet in General Convention quadrennially in September, on a date set by the General Executive Board, and the Board shall provide a suitable place for holding such Convention. The General President, General Secretary and General Treasurer shall act as the Committee on Credentials one day in advance of the Convention.

B. On motion of fifteen (15) Local Unions, no two (2) Unions to be in one State or Province, a Special Convention may be called. Time, place and cause for holding the Convention must be stated in the motion and be approved by a general vote of the United Brotherhood.

C. A Local Union shall be entitled to representation in the Convention for members in good standing on this basis: One hundred (100) members or

Respondents' Exhibit No. 7—(Continued)

less shall be entitled to one delegate; more than one hundred (100) members and less than five hundred (500), two delegates; more than five hundred (500) members and less than one thousand (1,000), three delegates; one thousand (1,000) or any greater number of members, four delegates.

D. A Local Union shall not be entitled to representation which owes two months' tax to the General Office.

E. The election of delegates and alternates shall be held during the months of June or July preceding the Convention. All members shall be notified by mail to attend the meeting at which the delegates are to be elected. No member shall be eligible as a delegate unless the member is a journeyman, working at or depending on the trade for a livelihood, or employed by the organization and has been twelve consecutive months a member in good standing of the Local Union and a member of the United Brotherhood for three years immediately prior to election, except where the Local Union has not been in existence the time herein required.

F. The Recording Secretary shall, under penalty of Five Dollars (\$5.00) fine, at once report to the General Secretary the name and post office address of the delegate and alternate.

G. Each delegate shall establish claim to a seat by credentials and due book, duly signed by the President and Recording Secretary of the Local Union the delegate represents, with seal of said Union attached.

Respondents' Exhibit No. 7—(Continued)

H. Each delegate shall be entitled to one vote; no proxy representation shall be allowed. A delegate to the Convention of the United Brotherhood must hold credentials from the Local Union of which the delegate is a member, but several Local Unions can club together, or so can Local Unions in a District Council, and elect a delegate, but the delegate must hold credentials from the Local Union in which membership is held.

I. The mileage and expenses for the attendance of said delegates shall be defrayed by the Local Unions they respectively represent.

J. A quorum for the transaction of business shall consist of a majority of the delegates attending the Convention. Any delegate who refuses to recognize and obey the sound of the gavel in the hands of the presiding officer shall (at the discretion of said presiding officer) be fined the sum of Five Dollars (\$5.00) or be debarred from further voice or vote during the session, and the action taken by the presiding officer shall be reported by the General Secretary to the Local Union which elected the offending delegate as their representative.

K. The Committee on Constitution shall meet fifteen days, and the Committee on Grievances and Appeals five days in advance of the Convention in the city where the Convention is to be held. Members of the General Executive Board shall not be eligible to act on either of these committees.

L. The Committee on Finance shall examine the accounts of the General Secretary and General

Respondents' Exhibit No. 7—(Continued)

Treasurer, and shall verify the audits made by the General Executive Board, and shall meet ten days in advance of the General Convention.

M. All salaries of General Officers and Representatives shall be fixed by the General Convention, subject to the referendum vote of the membership of the United Brotherhood.

N. The committee to tabulate the votes of General Officers, and all delegates shall be nominated and elected as follows: On the fourth day of the first week of the Convention following the nomination of General Officers, the nomination for the Tabulating Committee and all delegates shall be made. The names of all nominees shall be placed on official ballots supplied by the United Brotherhood, printed under the proper headings, and no other form of ballots shall be considered legal. Election shall be held on the fifth day of the first week of the Convention in regular session, and shall be voted by the delegate marking an (X) cross opposite the name of the nominee to be voted for. The President, unless otherwise ordered, shall appoint five tellers to count the votes, and the nominees, except General Officers, receiving a plurality of all legal votes cast shall be declared elected.

Order of Procedure

Section 19. The order of procedure in Convention in the transaction of business shall be the same as at the preceding Convention until such time as the Committee on Rules reports.

Respondents' Exhibit No. 7—(Continued)

Duties of Officers at Convention

Section 20. The General Officers shall be required to attend the Convention and they shall have a voice in same, and their expenses shall be paid out of the funds of the United Brotherhood.

General President

A. Section 21. It shall be the duty of the General President to preside at all General Conventions of the United Brotherhood and conduct same according to parliamentary rules and in conformity with the laws of the United Brotherhood, and immediately after the opening of the Convention shall appoint a Committee on Rules. After the report of this committee has been acted upon, the General President shall appoint such other committees as may be necessary. Each committee shall consist of five delegates.

B. The General President shall submit to the Convention a quadrennial report.

General Secretary

Section 22. The General Secretary shall keep a correct record of the proceedings of the Convention and shall submit a quadrennial report to the Convention.

General Treasurer

Section 23. The General Treasurer shall submit a quadrennial report to the Convention, showing the total receipts and expenses for the preceding four years.

Respondents' Exhibit No. 7—(Continued)

General Executive Board

A. Section 24. The General Executive Board shall report quadrennially to the Convention.

Board of Trustees

B. The Board of Trustees shall report quadrennially to the Convention.

GENERAL LAWS

Jurisdiction of Local Unions

A. Section 25. Local Unions where no District Council exists shall have the power to make By-Laws and Trade Rules which in no way conflict with the Constitution and Laws of the United Brotherhood, and must be approved by the First General Vice-President before becoming law, and shall be filed with the First General Vice-President; likewise all future amendments must be submitted and filed.

B. Local Unions shall have power to regulate and make payment of sick donations only by an established By-Law of the Local Union.

C. A Local Union cannot withdraw from the United Brotherhood or dissolve so long as ten members in good standing object thereto, but shall consolidate with an other Local Union on order of the General President with sanction of the General Executive Board or by a majority vote of each Union at a special called meeting after paying up all indebtedness to date of consolidation.

D. In communities where there are not a sufficient number of journeymen carpenters or persons

Respondents' Exhibit No. 7—(Continued)

eligible to membership in the United Brotherhood to form a Local Union, the Representatives, or some other person designated by the General President, shall have the power to initiate members in such localities, provide such members with Due Books, Constitutions, etc. Members so initiated shall be under the jurisdiction and shall pay dues to the nearest Local Union to the locality in which they reside, until such time as there are sufficient eligible persons in their locality to form a Local Union.

E. Each Local Union is responsible for the carelessness or negligence of its officers.

F. All Local Unions are prohibited from sending out circulars or appeals asking for financial aid in any form, except by and with the approval of the General Executive Board, attested by the General Secretary.

Jurisdiction of District Councils

A. Section 26. Where there are two or more Local Unions located in one city they must be represented in a Carpenters' District Council, composed exclusively of delegates from Local Unions of the United Brotherhood, and they shall be governed by such Laws and Trade Rules as shall be adopted by the District Council and approved by the Local Unions and the First General Vice-President. The General President shall have power to order such Local Unions to affiliate with such District Council, and to settle the lines of jurisdiction of such District Council, subject to appeal.

B. District Councils may be formed in localities

Respondents' Exhibit No. 7—(Continued)
other than in cities where two or more Local Unions
in adjoining territory request it, or when in the
opinion of the General President the good of the
United Brotherhood requires it. The District
Council so formed shall be governed by the same
General Laws governing District Councils in cities.

C. District Councils shall have the power to make
By-Laws, Working and Trade Rules for the gov-
ernment of the Local Unions and the members of
the United Brotherhood working in their districts.
Also, Laws governing strike and other donations
except sick donations, which shall in no way conflict
with the Constitution and Laws of the United
Brotherhood, and must be adopted by a referendum
vote of the members of the Local Unions affiliated
with the District Council and approved by the First
General Vice-President before becoming law, and
their representation shall be according to member-
ship.

D. The jurisdiction of the District Council shall
be as provided for by the Constitution and Laws of
the United Brotherhood and named in their charter.

E. District Councils shall have the power to hold
trial for all violations by members or Local Unions
and impose such penalties as they may deem the
case requires, subject to the right of appeal under
Section 57. The decision of the General Executive
Board on violations of Trade Rules is final. District
Councils cannot debar their members from working
for contractors or employers other than those con-
nected with the Employers' or Builders' Associa-

Respondents' Exhibit No. 7—(Continued)

tion, nor shall they affiliate with any central organization whose Constitution or By-Laws conflict with those of the United Brotherhood.

F. Local Unions other than those working on building material shall not have a voice, vote or delegate in any District Council of the building tradesmen, but may establish District Councils of their own under By-Laws approved by the First General Vice-President.

G. Examining Boards may be established by District Councils or Local Unions where no District Council exists. They shall examine candidates as to their qualifications for membership in the United Brotherhood and must report their findings on all applicants in writing. The examinations shall consist of a practical test in the branch of trade in which the applicant desires employment.

Jurisdiction of State and Provincial Councils

A. Section 27. State and Provincial Councils may be formed voluntarily by Locals or Ladies' Auxiliaries of this United Brotherhood, which may have power to adopt, by a referendum vote, such laws as will assist in organizing and strengthening the Locals of their respective States and Provinces. All Laws of State and Provincial Councils must be submitted to the First General Vice-President for approval, and all officers and members of such Councils shall be held responsible for compliance with all Laws governing the United Brotherhood. Where State or Provincial Councils are organized, composed of as many as five (5) Local Unions of the

Respondents' Exhibit No. 7—(Continued)
State or Province, representing 55 per cent of the membership, it shall be obligatory on all Local Unions to affiliate with said Council.

B. State and Provincial Councils shall have the power to make laws to govern such State and Provincial Councils, which shall in no way conflict with the Constitution and Laws of the United Brotherhood, and must be adopted by referendum vote of the members and approved by the First General Vice-President before becoming law.

C. The jurisdiction of State or Provincial Councils shall be the State or Province for which they are chartered, unless otherwise provided in the Constitution and Laws of the United Brotherhood.

Jurisdiction of Auxiliary Unions and District

Councils

A. Section 28. The jurisdiction of Auxiliary Unions or District Councils shall be as provided for by the Constitution and named in their charter.

B. Auxiliary Unions may make laws to govern their members in the same manner as Local Unions, and may form Auxiliary Councils in their jurisdiction, but in no case shall members of Auxiliary Unions be allowed to work outside of the jurisdiction covered by their charter, or allowed to transfer to a Local Union of the United Brotherhood, without taking an examination as to their knowledge of the trade and paying the initiation fee of said Local Union.

C. Any member in good standing is permitted to become a member of a Ladies' Auxiliary Union.

Respondents' Exhibit No. 7—(Continued)

Admission of Local Unions

A. Section 29. A Local Union may be organized by ten or more applicants who must apply to the General Secretary and send Fifteen Dollars (\$15.00) for outfit necessary for the institution of their Local Union. Then the General Secretary shall forward charter and complete outfit, provided the applicants are qualified, according to the Constitution and Laws of the United Brotherhood. The outfit shall consist of the following articles: Seal, Ritual, Gavel, minute book, ledger, day book, Treasurer's cash book, Recording Secretary's order book, Financial Secretary's receipt book, Treasurer's receipt book, pad of official letterheads, pad of applications, twenty-five Due Books and twenty-five Constitutions. The Charter is at all times the property of the United Brotherhood.

B. More than one Local Union may be chartered in the same city, provided no reasonable objections are offered by the Local Union or District Council in said locality.

C. All business of this United Brotherhood at meetings of Local Unions shall be recorded in the English language, and it shall be the duty of the General President to revoke the charter of any Local Union within the United States that fails to comply with this section.

Suspended and Lapsed Local Unions

A. Section 30. If at any time a Local Union should withdraw, lapse, dissolve, be suspended or expelled, all property, books, charter and funds held

Respondents' Exhibit No. 7—(Continued)
by, or in the name of, or on behalf of said Local Union must be forwarded immediately to the General Secretary, to be held in safe-keeping for the United Brotherhood as Trustee for the carpenters in that locality until such time as they shall re-organize.

B. The officers and members of said Local Union will be held responsible for compliance with the above section within thirty days after such dissolution, suspension or withdrawal, under penalty of being prosecuted by law, and forfeiture of membership and donation in this United Brotherhood.

C. A member of a lapsed or suspended Local Union, if in good standing, can take a clearance to the nearest Local Union in the vicinity, upon application to the General Secretary, who shall issue same. Said clearance can be sent by mail to the nearest Local Union and can be accepted without requiring the personal attendance of the member.

Local Officers

A. Section 31. The officers of a Local Union shall be a President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Conductor, Warden and three Trustees. Seven members shall constitute a quorum.

B. All officers shall serve for a term of one year, or until their successors are elected, qualified and installed, with the exception of the Trustees, who shall be elected in such manner that the term of one Trustee shall expire annually. Neither the Presi-

Respondents' Exhibit No. 7—(Continued)
dent, Treasurer, Financial Secretary nor Recording
Secretary can act as Trustee.

C. The nomination of Local Officers shall take place on the first regular meeting night in June, but may be reopened the night of election, except when the Australian ballot is used.

C. A member cannot hold office nor be nominated for office, delegate or committee unless present on the night of nomination, except that the member is in the ante room on business authorized by the Local Union or out on official business, or prevented by accident or sickness from being present; nor shall the member be eligible unless a journeyman working at the trade or employed by the organization and has been twelve consecutive months a member in good standing in the Local Union and a member of the United Brotherhood of Carpenters and Joiners of America for three years immediately prior to nomination, unless the Local Union has not been in existence the time herein required. Honorary members are not eligible to hold office.

E. The election of all local officers shall be by ballot, and it shall require a majority of all votes cast to constitute an election, but any Local Union may elect its officers by the Australian ballot system, and the nominees receiving a plurality of votes shall be declared elected.

F. When there are more than two candidates for the same office, at every unsuccessful balloting the one receiving the lowest number of votes shall be

Respondents' Exhibit No. 7—(Continued) dropped, the voting to then continue until one has secured a majority unless the election is held under the Australian ballot system; then the nominee receiving a plurality of votes cast shall be declared elected.

H. At all elections of local officers the presiding officer shall appoint two tellers and shall then announce the names of the candidates in rotation, and a vote shall be taken.

H. The tellers shall then collect and count the ballots cast in the presence of the meeting. The Recording Secretary shall act as Clerk of Election, and shall take charge of the ballots and preserve the same until after the installation of officers. The presiding officer shall declare the result of the ballot and announce the name of the elected candidate.

I. The election of officers shall take place on the second meeting night in June, and all members shall be notified by mail to attend the meeting at which the officers are to be elected.

J. The installation of officers shall take place on the first meeting night in July. In case an officer does not appear for installation within two regular meetings thereafter, the office must be declared vacant.

Vacancies in Local Offices

A. Section 32. Of any officer shall fail to discharge the duties of the office for three successive meetings without satisfactory excuse, the office shall be declared vacant by the President, and an election

Respondents' Exhibit No. 7—(Continued)
to fill the same shall take place at the next stated meeting.

B. Vacancies occurring in any office of the Local Union shall be filled at the next regular meeting, in the same manner as provided for in the election of officers. During the temporary absence of any officer, the President shall appoint a member to fill the vacancy pro tem.

C. Any officer of the Local Union may be removed after due trial upon charges preferred, and sustained by a majority vote of the members present.

D. In the absence of both the President and the Vice-President, the Recording Secretary shall call the meeting to order, and the Local Union shall elect a President pro tem.

Duties of President

A. Section 33. The President shall preside at all meetings, preserve order and enforce the Constitution and Laws of the United Brotherhood; shall decide all questions of order, subject to an appeal of the Local Union. The President shall have the deciding vote in case of a tie, and shall sign all orders on the Treasurer authorized by the Local Union.

B. The President shall appoint all committees or such other officers as may be necessary, unless otherwise ordered, and shall have power to order the Recording Secretary to call special meetings when requested in writing by five (5) members in good standing, and shall perform such other duties as are required by the office.

Respondents' Exhibit No. 7—(Continued)**Duties of Vice-President**

Section 34. The Vice-President shall assist the President in the discharge of the official duties and shall fill the office in case of absence, death, removal or resignation of the President, until such time as a President is elected.

Duties of Recording Secretary

A. Section 35. The Recording Secretary shall keep the correct minutes of each meeting, read and preserve all documents and correspondence, issue all summons for special meetings, have charge of seal and affix the same on all official documents, draw and sign all legal orders on the Treasurer and conduct all official correspondence.

B. The Recording Secretary shall keep a record of all applications for membership, send a list of the names and addresses of all new officers to the General Secretary, also all changes, and report to the Local Union the expenditures at the close of each meeting, and perform such other duties as the Local Union may direct, or as prescribed in the Constitution and Laws of the United Brotherhood.

C. The Recording Secretary shall notify all members of the Local Union to present their due books to the Trustees during the first month of each quarter for the purpose of comparing them with the books of the Financial Secretary. A fine of not less than Twenty-Five Cents (25c) shall be imposed on each member who fails to comply with this section.

Duties of Financial Secretary

A. Section 36. The Financial Secretary shall receive all moneys paid into the Local Union and im-

Respondents' Exhibit No. 7—(Continued)

mediately make entry of same in the Day Book and shall at the close of each meeting, pay the same to the Treasurer, who shall give a receipt for money received. The Financial Secretary shall keep a correct account of each member, with full name and address.

B. The Financial Secretary shall enter and date each payment on the member's Due Book, and sign the same, and shall enter in the Ledger the exact date and full amount of each payment and shall record in the Day Book all receipts and report same to the Local Union.

C. The Financial Secretary shall not accept dues from any member working or residing in another district unless said dues are accompanied with a statement from the Business Agent or Secretary of the Local Union or District Council that the member is complying with the rules of the locality where the member resides or is employed. The Financial Secretary shall not receive the dues of members in the interim between meetings. After the last meeting night in the month the Financial Secretary shall receive dues at home or office up to and including the last day of the month.

D. The Financial Secretary shall make a quarterly report to the General Secretary on the official forms furnished for that purpose; said report must be sent to the General Secretary not later than the tenth day of January, April, July and October of each year for the quarter preceding, under penalty of \$2.00 fine, and shall report not later than the

Respondents' Exhibit No. 7—(Continued)

second meeting night of each quarter to the Local Union as to the numerical and financial standing of the Local Union for the preceding quarter, and shall give bond as required by the Constitution and Laws of the United Brotherhood in such amount as the Local Union may decide.

E. Local Unions having an established office and a permanently employed Financial Secretary shall have the power, by regularly passed motion, to designate the books and other property to be kept at the office, and also to delegate such duties to the Financial Secretary as may be deemed expedient for proper transaction of its business.

F. The Financial Secretary shall have full control of all supplies, and shall issue the same, subject to orders of the Local Union.

Duties of Treasurer

Section 37. The Treasurer shall receive from the Financial Secretary all moneys collected and give receipt for and deposit same in the name of the Local Union in such bank or banks as may be designated by the Local Union. The Treasurer shall make no disbursement without the sanction of the Local Union, and only on an order issued by the Recording Secretary and signed by the President.

B. The Treasurer shall make an itemized statement on the first meeting night of each quarter for the preceding quarter, to the Local Union, of all moneys received and paid out, and submit books and vouchers for inspection at any time when called

Respondents' Exhibit No. 7—(Continued)
upon, and perform such other duties as the Local Union may require.

C. The Treasurer shall send the per capita tax to the General Secretary the first meeting night of each month, for the month preceding, also \$5.00 on each new Beneficial, Semi-Beneficial and Honorary member initiated excepting first year Apprentices. All moneys shall be payable by post office money order, bank draft or express, to the General Secretary, who shall receipt for the same.

D. The Treasurer shall give bond as required by the Constitution and Laws of the United Brotherhood in such amount as shall be fixed by the Local Union as security for the funds and the faithful performance of duties, but shall not at any time be allowed to hold more moneys than the amount of bond covering the office. The Treasurer shall receive a salary of not less than One Dollar (\$1.00) per annum.

Duties of Conductor

Section 38. The Conductor shall examine all present on night of meeting and report to the President all without the Password. The Conductor shall allow no one to remain without the Password and shall obtain the names of all candidates awaiting initiation and report the same to the President and shall conduct the candidate through the initiation ceremony, and shall perform all duties pertaining to the office, and shall be furnished an assistant when necessary.

Respondents' Exhibit No. 7—(Continued)

Duties of Warden

Section 39. The Warden shall take charge of the doors at the meeting, and see that no one but members with the current quarterly Password shall enter. Members without the Password shall be announced by name and if correct, shall be admitted, and the Vice-President shall furnish them the Password.

Duties of Trustees

A. Section 40. The Trustees shall have the supervision of all funds and properties of the Local Union, subject to such instructions as they may receive from time to time from the Local Union. The title to all property of the Local Union shall be held in the name of the Trustees of the Local Union and /or their successors in office.

B. It shall be the duty of the Trustees to see that the Treasurer deposits in such banks as the Local Union may designate, all moneys over and above such sums as the Local Union may decide shall be left in the Treasurer's hands for contingent expenses or legal bills, instructing the officers of the bank to pay no money on account of the Local Union except on order issued by the Recording Secretary and signed by the President and stamped with the seal of the Local Union.

C. The Trustees shall audit all books and accounts of the Financial Secretary and Treasurer, and examine the bank book of the Treasurer monthly, and see that it is correct, and shall report to the Local Union, in writing, and semi-annually

Respondents' Exhibit No. 7—(Continued)

to the General Secretary, on forms supplied from the General Office, and shall see that the Financial Secretary and Treasurer are bonded through the General Office, and perform such other duties as are provided for in the Constitution and laws of the United Brotherhood, and perform any other duties their Local Union may direct. The Trustees shall audit all receipts and accounts of any other persons authorized to collect funds.

Duties of Committees

A. Section 41. All committees shall perform the duties assigned to them within the time specified, and shall report in writing, and no person shall be exempt from serving on a committee when called upon, except the Recording and Financial Secretaries, unless excused by vote of the Local Union, or who is already a member of some other committee. No member can be appointed on a committee when absent from the Local Union, unless prevented by accident or sickness from being present.

B. Committees holding money, the property of the Local Union, either as balances or appropriations, shall, at the next regular meeting after completing their work, deliver the same into the hands of the Financial Secretary, together with all vouchers and accounts, and in no case shall a committee be discharged until all bills are paid, and they are reimbursed for their expenses, or paid for time lost, if any, provided the Local Union has originally agreed to do so.

C. The first person named on a committee shall

Respondents' Exhibit No. 7—(Continued)
be its chairman until another is chosen by the committee.

Qualifications for Membership

A. Section 42. There shall be four types of membership, viz: Beneficial, Semi-Beneficial, Honorary and Auxiliary.

B. Beneficial members are those who are admitted as prescribed by the Constitution and Laws of the United Brother for beneficial members, and who pay the dues provided in the Laws of the United Brotherhood, also the By-Laws of the Local Union.

C. Semi-Beneficial members are those admitted as prescribed by the Constitution and Laws of the United Brotherhood for semi-beneficial members, and pay dues provided by the Laws of the United Brotherhood and the By-Laws of the Local Union.

D. Honorary members are those who join at the age of sixty years or over, or who have received their disability donations and are not entitled to any of the donations prescribed in the Laws of the United Brotherhood, nor shall they be representatives of their Local Union to any other body.

E. Auxiliary members are those who secure membership under auxiliary charters, and are not entitled to the benefits prescribed for Beneficial or Semi-Beneficial Members.

F. A candidate to be admitted to Beneficial or Semi-Beneficial membership in any Local Union of the United Brotherhood must not be less than 17 and not more than 60 years of age and must be an apprentice or journeyman carpenter or joiner,

Respondents' Exhibit No. 7—(Continued)

Millwright, Railroad Carpenter, Bench Hand, Stair-builder, Furniture Worker, Shipwright, Boat Builder, Reed and Rattan Worker, Under Pinner and Timberman, Pile Driver, Shorer and House-mover, Bridge, Dock and Wharf Builder, Box Maker, Floor Layer and Finisher, Cabinet Maker, Ship Carpenter Joiner and Caulker, Car Builder, Logger, Lumber and Sawmill Worker, and all those engaged in the running of woodworking machinery, or engaged as helpers to any of the above divisions or sub-divisions, or the handling of material on any of the above divisions or sub-divisions.

G. A candidate must be of good moral character and competent to command standard wages.

H. A candidate for membership cannot join any Local Union other than the one in the district in which the candidate is employed unless permission be granted by the Local Union or District Council where employed.

I. A member who has been expelled from any Local Union or by a District Council of the United Brotherhood shall not be eligible for membership in any other Local Union without the consent of the Local Union and District Council with which the Local Union is affiliated, and only then by a majority vote of the members present at a meeting of the Local Union or District Council from which the member was expelled. A candidate who has been rejected for membership in any Local Union or by a District Council shall not again be eligible for membership in any other Local Union or District

Respondents' Exhibit No. 7—(Continued)
Council except by a majority vote of members present at a meeting of the Local Union or District Council in which the member was rejected.

J. Candidates applying for admission in any Local Union under the jurisdiction of the United Brotherhood, must be citizens of one of the countries included in said jurisdiction, or must furnish proof of their intention to become citizens in the country where they make application for membership. All applications of candidates shall give the date and place of court wherein they took out their first citizenship papers, and after five years from said date if they have not taken out their final papers, they shall be dropped from the roll of the organization.

K. An apprentice of good moral character between the ages of seventeen and twenty-four years may be admitted to membership as a beneficial member and after having completed four years as an apprentice, and qualifying in accordance with the Constitution and Laws of the United Brotherhood shall be advanced to journeyman, and notification of transfer to journeyman shall be forwarded in the next quarterly report to the General Secretary for record. The initiation fee for a first year apprentice shall be not less than \$10.00.

When admitted as 2nd-year apprentice 25% of journeyman fee.

When admitted as 3rd-year apprentice 50% of journeyman fee.

Respondents' Exhibit No. 7—(Continued)

When admitted as 4th-year apprentice 75% of journeyman fee.

The minimum initiation fee for any apprentice shall be not less than \$10.00.

L. An employer who employs two or more journeymen may have one apprentice, but the number of apprentices may be increased at such rate as the District Council or Local Union having jurisdiction, may decide.

M. All apprentices shall hold agreement between the District Council or Local Union having jurisdiction, and the employer, and any apprentice who can be continuously employed by one employer and who violates such agreement shall be debarred from further membership in the United Brotherhood, unless such apprentice shall have sufficient cause to make complaint to the District Council or Local Union against the employer, and the complaint on investigation is sustained.

N. When an employer cannot provide continuous employment for apprentices and they are obliged to seek work with another employer, they shall have the actual time they work for each succeeding employer entered on their record.

O. District Councils, where such exist, and Local Unions, where there are no District Councils, shall have power to enforce apprentice agreements, to establish a minimum wage scale per week for each succeeding year of the apprenticeship and may extend the term of apprenticeship one year, upon satisfactory proof that the apprentice cannot command the minimum scale of wages paid journeymen.

P. The presiding officer of the District Council

Respondents' Exhibit No. 7—(Continued)

or Local Union, where no District Council exists, shall appoint a committee of which the Business Agent shall be a member, to be known as the Apprenticeship Committee. The duties of said committee shall be to examine all applicants as apprentices to see that they receive the prevailing scale of wages and fair treatment from employers and have all possible opportunity to secure regular employment. The Committee on Apprentices shall make a quarterly report, showing the number of apprentices in their district, where employed, and the conditions under which they are working. Applicants for apprenticeship between the ages of 16 and 17 years shall be registered with the District Council or Local Union, shall be furnished a recognition card, showing their intention to become members, and shall be given the same attention by the Apprenticeship Committee as apprentices who are members.

Q. The Apprenticeship Committees of all Local Unions and District Councils are urged to call upon their employers and upon their Local Boards of Education, with the view of starting apprentice training classes where technical training may be given apprentices.

R. The First General Vice-President shall compile or have compiled a Standard Manual for the training of apprentices containing mandatory and optional courses of instruction; and shall distribute same to each Local Union and District Council; and shall also direct each Local Union or District

Respondents' Exhibit No. 7—(Continued)

Council to develop and adopt a set of apprenticeship standards and a system of training apprentices as outlined in the Standard Manual; same to conform with local practices. The Local Union or District Council shall be recognized as the Official Agency for the training of apprentices in its district. An annual report to the First General Vice-President of the number of apprentices in training shall be made by each district.

S. Any member incapacitated by age or accident may be permitted to obtain employment under the regular scale of wages with the consent of the Local Union or District Council.

T. No member of the United Brotherhood shall lump, sub-contract or work at piece work for any owner, builder, contractor, manufacturer or employer. For a violation of this Paragraph or any part of it, the member shall be fined not less than Ten Dollars (\$10.00) or be expelled.

U. Members who contract work or become foremen, must comply with Union rules and hire none but members of the United Brotherhood.

V. No member of the United Brotherhood can remain in or become a member of more than one Local Union, or any other organization of carpenters and joiners, or any mixed union of building tradesmen, under penalty of expulsion. Any member who accepts employment under non-union conditions during the time of a strike or lockout, or being employed as an armed guard during a strike or lockout, shall not be entitled to any donations.

Respondents' Exhibit No. 7—(Continued)

W. No member of a Local Union shall be eligible to vote for officers, or to vote on wage and working conditions unless such member has been at least twelve consecutive months a member of the Local Union, except where the Local Union has not been in existence the time herein required.

Admission of Members

A. Section 43. A candidate qualified and who desires to become a member of any Local Union of the United Brotherhood must fill out and sign the regular application blank in duplicate and have the same certified to by two members in good standing, as vouchers for the applicant's fitness to become a member. After the application has been initiated, the Financial Secretary shall send the original application to the General Secretary at the close of the meeting. The duplicate shall be filed away by the Recording Secretary for future reference.

B. The application of the candidate must be presented to the Financial Secretary with the full initiation fee, which shall be not less than Ten Dollars (\$10.00) and a sum equal to one month's dues, together with the proportionate part of the dues for the month in which the candidate is initiated, and before the candidate can be obligated, shall lay over one week for investigation, and shall be referred to a special committee of three, who shall in the meantime inquire into the candidate's qualifications to become a member and report at the next regular meeting of the Local Union, making such recommendations as they deem proper, or the can-

Respondents' Exhibit No. 7—(Continued)
didate may be elected and initiated at the same meeting if the Investigating Committee reports favorably.

C. Upon hearing the report of the committee the candidate shall be notified to appear before the members after which the candidate shall be voted or balloted for, and if elected to membership by a majority vote of members present shall be initiated. The Financial Secretary shall place the name of the new member on the books of the Local Union. The new member shall be supplied with a due book and a copy of the Constitution and Laws of the United Brotherhood and By-Laws and Working Rules of the district.

D. Candidates failing to appear before the members for action on their applications within four weeks after their applications have been presented by the Recording Secretary to the Local Union, shall unless good and sufficient reasons are given in writing to the members present, forfeit any Initiation Fee paid.

E. When a candidate has been rejected for three consecutive meetings in the Local Union in which application was first made, the initiation fee shall be returned to the candidate and the Recording Secretary shall notify the General Secretary of such rejection. The candidate's application shall not again be accepted until six months from the date of rejection.

F. When an applicant for initiation has reached the age of sixty years or over, or who has received

Respondents' Exhibit No. 7—(Continued)
disability donation, said applicant shall be admitted only as an honorary member at a fee of not less than \$10.00, and shall pay a sum of not less than \$1.00 per month to assist in maintaining the working conditions of the district, and the Local Union shall pay 50c per month to the General Office on each such member to assist in conducting the affairs of the United Brotherhood.

G. Members of foreign bona fide wood-workers' organizations not in arrears in their dues to their home organizations more than three months can be admitted free of initiation fee, but shall be subject to the provisions of the Laws of the United Brotherhood governing donations.

H. A member who owes a sum equal to three months' dues shall not be entitled to the Password, or a seat, or office in any meetings of a Local Union or District Council.

I. Each member will be entitled to all the rights and privileges of this Brotherhood as prescribed in the Constitution and Laws of the United Brotherhood by strictly adhering to the Obligation as prescribed in the Ritual.

J. Members in good standing may visit any Local Union provided they are in possession of the current quarterly Password and membership Due Book.

K. No member shall violate the Trade Rules of the locality in which the member works.

L. No member shall injure another member by undermining such member in prices or wages, nor commit any wilful act by which the reputation of

Respondents' Exhibit No. 7—(Continued)

the member is injured or employment jeopardized.

M. All business of a Local Union or District Council shall be kept strictly private from persons outside the United Brotherhood unless publication of the same be authorized by a majority vote of members present at a Local Union meeting or a majority vote of the delegates present at a District Council meeting.

N. Any violation of the three preceding Paragraphs, K, L, or M shall be punishable by a fine of not less than Five Dollars (\$5.00) or by expulsion.

O. A member who divulges the quarterly Password for any purpose, other than to enter the meeting, shall be expelled.

P. Each member is required to keep the Recording Secretary and Financial Secretary properly notified of correct place of residence and any change of same under penalty of One Dollar (\$1.00) fine.

Q. A member can remain a contractor, or enter into the business of contracting, providing the member pays the union scale of wages, obeys Trade Rules and hires none but members of the United Brotherhood and complies with the Constitution and Local By-Laws governing contracting members and does not do any lump work, piece work or sub-contracting for a carpenter contractor, and further provided, the member furnishes material and labor on the work contracted for and does not belong to nor become a member of any contractors' or employers' association. Any violation of this rule shall be punished by a fine or expulsion. A contracting member shall

Respondents' Exhibit No. 7—(Continued)
not be eligible as an officer or delegate of the Local Union or eligible to vote for officers and shall not have a vote on the wage question.

Finances and Dues

A. Section 44. Beneficial and semi-beneficial members shall pay not less than One (\$1.00) Dollar per month dues, Five (5c) Cents of which shall be paid by each of such members as subscription to the official monthly Journal, "The Carpenter," and shall be so applied. No officer or member shall be exempt from paying dues or assessments, nor shall the same be remitted or cancelled in any manner.

B. Monthly dues shall be charged on the books on the first of each month, but a member does not fall in arrears until the end of the month in which the member owes a sum equal to three months' dues.

C. Each beneficial Local Union shall pay to the General Secretary \$5.00 on each new member admitted, excepting first year apprentices, also One (\$1.00) Dollar per month for each member in good standing, Sixty-five (65c) Cents of which shall be used as a fund for the general management of the United Brotherhood and payment of all death and disability donations prescribed by the Constitution and Laws of the United Brotherhood, together with all legal demands made upon the United Brotherhood. The balance of Thirty-five (35c) Cents, together with moneys received from new members, to be placed in a special fund for "home and pension" purposes.

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D. Each semi-beneficial Local Union shall pay to the General Secretary \$5.00 on each new member admitted, also Fifty (50c) Cents per month for each member in good standing which shall be used as a fund for the general management of the United Brotherhood, and payment of all death donations prescribed by the Constitution and Laws of the United Brotherhood, together with all legal demands made upon the United Brotherhood.

E. The per capita tax shall be held as a standing appropriation. An order for the same shall be signed by the President and Recording Secretary without requiring a vote of the Local Union.

F. A member who owes a sum equal to three months' dues must be reported to the General Secretary as being in arrears for the third month, and the per capita tax shall be deducted for that month and the member shall not again be reported until six months in arrears, when the member shall be reported as dropped. If a member pays any part of the arrearages but does not pay for the current month, the member still remains in arrears and shall not be reported by the Financial Secretary in the quarterly report to the General Office. If and when the member squares the arrearages, the Financial Secretary shall report same to the General Secretary giving date when said arrearages were paid (day and month). Payment must include dues for the month in which payment is made and per capita tax for the months from the time when the member was last reported in arrears must be added to the

Respondents' Exhibit No. 7—(Continued)
tax forwarded by the Treasurer to the General
Office.

G. A Local Union when three months in arrears to the United Brotherhood or to a District Council shall be suspended from all donations until three months after all arrearages are paid. It is the duty of the members of a Local Union to see that the tax of the Local Union is promptly paid and receipts for the same read at the meetings.

H. A Local Union when six months in arrears to the United Brotherhood or to a District Council is lapsed and can only be reorganized by applying for a charter.

Members in Arrears

A. Section 45. A member who owes the Local Union two months' dues shall be notified by mail at the last known address by the Financial Secretary during the third month of said delinquency that, if said arrearages are not paid before the last day of the third month the member will be suspended from benefits of death and disability donation, the right to a pension or admittance to the Home until the member squares up entirely all of the indebtedness (including dues for the month in which the member squares up the arrearages) and furthermore that the member will not be entitled to any benefits during the time of such arrearages or for a three-month period from the date of squaring up same. A member in arrears must square up all arrearages in full within one year or stand suspended from membership.

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B. Members owing a Local union a sum equal to six months' dues shall have their names stricken from the list of membership without a vote of the Local Union and such members shall be notified at the last known address by the Financial Secretary of the Local Union during the sixth month of said delinquency. An ex-member desiring to rejoin the Brotherhood may be readmitted only as a new member, subject to such readmission fee as provided for in the By-Laws of the Local Union or District Council where application for membership is made. The Local Union readmitting the ex-member shall ascertain the reasons for having been dropped from membership and if dropped for non-payment of dues, shall collect an additional sum of Five Dollars (\$5.00) to be forwarded to the Local Union where membership was formerly held. If, however, said ex-member owed any fines or assessments at the time of being dropped from membership in the Brotherhood, the Local Union readmitting such ex-member shall collect the amount of the indebtedness and forward it together with the sum of Five Dollars (\$5.00) to the Local Union to which the ex-member formerly belonged.

Clearance Cards

A. Section 46. A member who desires to leave the jurisdiction of the Local Union or District Council to work in another jurisdiction must surrender working card and present due book to the Financial Secretary, who shall fill out the clearance card and affix seal thereto. It shall be compulsory, except in

Respondents' Exhibit No. 7—(Continued)
case of strike or lockout, for the Local Union to issue said card providing the member has no charges pending and pays all arrearages, together with current months' dues. Said Clearance Card shall expire one month from date of issue. It shall be optional with the Local Union or District Council to issue Clearance Card in a jurisdiction where a strike or lockout is in effect. A member may leave such jurisdiction without a Clearance Card to seek work in another jurisdiction where no strike or lockout exists, provided the member presents a statement over the seal of the Local Union or District Council in which membership is held, showing that a strike or lockout is in effect in said jurisdiction. The member shall pay the prevailing charge for a Working Permit in the jurisdiction where work is secured.

B. It is compulsory for the member to report and deposit the Clearance Card at the office of the District Council or Local Union where no District Council exists, before securing work, pending a meeting of the Local Union, and comply with all local Laws. And, in no case shall the Financial Secretary accept dues other than to secure Clearance Card from a member working in the jurisdiction of any other Local Union or District Council without the consent of such Local Union or District Council. It shall be the duty of the Financial Secretary accepting dues from a member for Clearance Card who is working in another jurisdiction to immediately report same to the District Council or Lo-

Respondents' Exhibit No. 7—(Continued)

cal Union where no District Council exists under penalty of a fine of Five Dollars (\$5.00) for the first offense, Ten Dollars (\$10.00) for the second offense, and for the third offense suspension from all Local Office for a period of two (2) years.

C. A member who desires to work in another jurisdiction and returns home daily, or who does not desire to transfer membership, shall before going to work, secure a Working Permit in writing from the Local Union or District Council in the jurisdiction where work is secured. The member shall pay for such Working Permit a charge of not less than Seventy-five Cents (75c) per month, nor more than the monthly dues of the Local Union or District Council, and if less than two years a member shall pay any difference in initiation fee, and shall be subject to all local assessments levied exclusively for direct trade purposes by and for the use of the Local Union or District Council.

D. No Local Union shall have the right to collect dues again for the month paid on a Clearance Card. The Local Union issuing the card shall pay to the General Secretary the tax for said member for the month only in which the card is issued, and membership will remain in the Local Union issuing Clearance Card until Clearance Card is deposited in another Local Union, whereupon the member becomes a member of the Local Union wherein said card is deposited.

E. Any General Officer, while employed by the United Brotherhood shall not be required to take

Respondents' Exhibit No. 7—(Continued)
a Clearance Card from the Local Union in which
the General Officer holds membership at the time
of election or appointment.

F. A member of the Local Union taking out a Clearance Card before two years a member, shall pay, where the initiation fee is higher, into the Local Union accepting the Clearance Card, a sum equal to the difference in initiation fee before the Clearance Card can be accepted.

G. On entering a Local Union a member with a Clearance Card shall present same with Due Book to the President, who shall appoint a committee of three to examine the applicant and Due Book and report at once. If the Clearance Card and Due Book are found correct, and the identity of the member established to whom the Clearance Card is granted, the member shall be admitted to the Local Union as a member thereof, provided there is no strike or lockout in effect in that district.

H. On deposit of said card the Financial Secretary receiving it must sign and affix the seal to the coupon and forward coupon to the General Secretary at the close of the meeting as evidence of its deposit. The Local issuing the Clearance Card shall refund to the member all dues in excess of the current month. The Financial Secretary receiving the Clearance Card shall immediately report the same to the Financial Secretary issuing the Clearance Card under penalty of Five (\$5.00) Dollars fine.

I. A member who re-deposits a Clearance Card

Respondents' Exhibit No. 7—(Continued) must present Due Book to the President, who shall require a record of same be made with the Recording Secretary, and the Financial Secretary shall report the return of said Clearance Card to the General Secretary at the close of the meeting.

Resignation of Members

A. Section 47. A member can withdraw or sever his connection with the United Brotherhood by resignation in writing, and it shall require a majority of the members present at a regular meeting to accept a resignation. A member who resigns can only be readmitted as a new member. A member wishing to withdraw or sever connection with the United Brotherhood shall present the resignation in writing, which shall be laid over two weeks for investigation. A member resigning shall be given a Resignation Card, which shall indicate an honorary withdrawal from the United Brotherhood. Such card shall be furnished by the General Secretary on application by the Local Union, on payment of Fifty Cents (50c) for each card.

B. A Local Union shall not accept the resignation of a member when it is known that same has been submitted for the purpose of violating Trade Rules. When a member resigns, or is expelled, or a carpenter as covered by the Constitution and Laws of the United Brotherhood, who works to the detriment of the United Brotherhood, the Local Union or District Council may place a special initiation fee against such person, not to exceed Fifty Dollars (\$50.00) over their regular initiation fee for

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new or ex-members as provided for in their By-Laws. No person who engages in the sale of intoxicating drinks can be admitted or retained as a member. Any member engaging in the sale of intoxicating drinks shall forfeit all rights and donations at the time of engaging in such occupation without further notice from the Local Union.

Members Entitled to Donation

A. Section 48. On the death of a member in good standing, if married and living with wife or husband at the time of death, the claim shall be paid to the surviving wife or husband; otherwise the claim shall be paid to the member's legal blood relatives, the estate or undertaker, as prescribed in the Constitution and Laws of the United Brotherhood. A member may change the beneficiary provided the change is made to wife or husband, or blood relative. Such change shall be made on the form to be furnished Local Unions by the General Secretary. The member making a change of beneficiary shall sign the form in the presence of the President and Recording Secretary of the Local Union to which the member belongs, who shall sign as witnesses; provided, however, if said member is not in the jurisdiction of the Local Union to which the member belongs at the time the change is made, then the member can have same sworn to before a Notary Public, or any officer authorized to administer oaths.

B. If a member in good standing dies without leaving any legal heirs, the Local Union shall see the deceased respectfully interred. The officers or a

Respondents' Exhibit No. 7—(Continued)

committee of the Local Union shall attend the funeral and the United Brotherhood shall pay the funeral expenses, but in no case shall these expenses exceed the full amount of donation to which the member is entitled at time of death, nor shall the United Brotherhood be held liable for any further donations in the name of the deceased.

C. In the case of any member whose disability or death is caused by intemperance, improper conduct, or by accident or disease incurred previous to joining the United Brotherhood, or by being exposed to risks to which members in their work are not usually liable, neither the member nor any person acting for the member shall have any claims on the United Brotherhood.

D. No claim for donation arising out of any sickness or accident occurring while a member is in arrears shall be allowed.

Beneficial Member's Funeral Donations

A. Section 49. A beneficial member to be entitled to donations must be not less than seventeen and not over sixty years of age at the time of admission to membership, and, when the member joined, must have been in sound health and not afflicted with any disease or subject to any complaint likely to endanger the member's health or cause permanent disability.

B. A beneficial member will be entitled to the donations as prescribed in the Constitution and Laws of the United Brotherhood; provided, the member is over one year a contributing or financial

Respondents' Exhibit No. 7—(Continued)

member in good standing and when owing a sum equal to three months' dues the member shall be debarred from all donations until three months after all arrearages are paid in full, including the current month.

C. Donations for journeymen members between the ages of twenty-one and fifty years shall be:

One year's membership	\$100.00
Two years' membership	200.00
Three years' membership	300.00
Four years' membership	400.00
Five years' membership or more...	600.00

D. An apprentice or a candidate between the ages of fifty and sixty years of age when admitted to membership shall be entitled to the donations on condition and they have been a member the required length of time and that they were in good health at the time of their initiation, and in good standing at the time of death, provided however, they are over two years contributing or financial members in good standing, and when owing a sum equal to three months' dues they shall be debarred from all donations until three months after all arrearages are paid in full, which payment must include the payment of dues for the month in which the payment is made. They shall not be entitled to husband or wife funeral donations or disability donations.

E. Donations for apprentices and members admitted between the ages of fifty and sixty years shall be:

Respondents' Exhibit No. 7—(Continued)

Two years' membership	\$ 50.00
Three years' membership	100.00
Five years' membership	150.00
Ten years' membership	250.00

Husband or Wife Funeral Donation

A. Section 50. A beneficial member between the ages of twenty-one and fifty years at the time of admission to membership, or a member who has been transferred from the classification of apprentice to journeyman, lawfully married, shall, on the death of the husband or wife, be entitled to the husband or wife funeral donation as prescribed in the Constitution and Laws of the United Brotherhood, on condition that the husband or wife was sound in health at the time of admission to membership; provided however, that a member owing a sum equal to three month's dues, shall be debarred from all donations until three months after all arrearages are paid in full, which payment must include the payment of dues for the month in which the payment is made.

B. An applicant eligible to beneficial membership, if married, whose husband or wife is in ill health, may be admitted, but in the event of death shall not be entitled to the husband or wife funeral donation. Should the husband or wife be sick at the time of joining the Local Union, then said husband or wife shall, after they become well, be examined by a physician, who shall furnish a certificate of health to the Local Union.

C. All rules and provisions as to health and conduct applying to a claim for a member's funeral do-

Respondents' Exhibit No. 7—(Continued)
nation shall apply to the claim for a husband or wife funeral donation for one husband or wife only. If however, both husband and wife are beneficial members, in the case of death of either, the survivor shall not be entitled to any donations other than those specified in Section 49.

D. The husband or wife funeral donation shall be:

One years' membership	\$ 50.00
Two years' membership	100.00
Three years' membership or more ..	150.00

Disability Donations

A. Section 51. A beneficial member, not less than twenty-one and not more than fifty years of age at the time of admission to membership, or a member who has been transferred from the classification of apprentice to journeyman, in good standing, who becomes permanently disabled for life by accidental injuries received not less than one year after becoming a member, and is thereby totally incapacitated from ever again following the trade for a livelihood, shall be entitled to a disability donation as prescribed in these Laws provided, however, when the member owes a sum equal to three months' dues, the member shall be debarred from all donations until three months after all arrearages are paid in full, which payment must include the payment of dues for the month in which the payment is made. Payment of disability donation shall relieve the United Brotherhood from any further obligation and upon the payment of the claim the Financial Secretary shall strike the member's name from the books, and such member shall be eligible

Respondents' Exhibit No. 7—(Continued)
for readmission in any Local Union of the United
Brotherhood, but only as an honorary member.

B. A permanent disability claim must be filed
with the General Treasurer within two years from
the date of the accident. Failure to do so shall
invalidate the claim.

C. Permanent disability shall consist of total
blindness; the loss of an arm or leg, or both; the
total disability of a limb; the loss of four fingers of
one hand; or being afflicted with any physical dis-
ability resulting from accidental injuries.

D. Whenever such disability has occurred through
actual negligence, or the use of alcoholic drinks on
the part of the disabled member, such member shall
not be entitled to donations.

E. In all claims for disability donations the
claimant shall be carefully and thoroughly examined
by two competent and reputable physicians selected
by the Local Union, and they shall send a certificate
in writing to the Local Union as to the nature and
extent of the disability and their opinion whether
the claimant is totally disabled for life within the
meaning of this section. The expenses of said exam-
ination shall be paid by the Local Union and the
report of said physicians shall be sent to the Gen-
eral Treasurer.

F. When a beneficial member, not less than
twenty-one and not more than fifty years of age
at the time of admission to membership, or a mem-
ber who has been transferred from the classifica-
tion of apprentice to journeyman in good stand-
ing, meets with accidental injuries which might

Respondents' Exhibit No. 7—(Continued) totally and permanently disable the member from ever again following any branch of the trade for a livelihood, any member shall report the accident to the Local Union within thirty days from the date of the accident and the Local Union shall appoint a committee to visit the member and secure from such member a detailed statement in writing as to how, when, and where the accident happened, the names of witnesses, if any, and retain same on file pending possible future claim for disability donation. The amount of disability donations shall be computed from the date of initiation to the date of accident.

G. The disability donation shall be:

One year's membership	\$ 50.00
Two years' membership	100.00
Three years' membership	200.00
Four years' membership	300.00
Five years' membership or more ..	400.00

Semi-Beneficial Members' Donation

A. Section 52. Candidates who are less than sixty (60) years of age when admitted to membership in a semi-beneficial Local shall be entitled to the donations provided for semi-beneficial members on condition that they have been members the required length of time, that they were in good health at the time of their initiation, and in good standing at the time of death, provided, however, they are over two years contributing or financial members in good standing, and when owing a sum equal to three months' dues they shall be debarred from all donations until three months after all arrearages

Respondents' Exhibit No. 7—(Continued)
are paid in full, which payment must include the payment of dues for the month in which the payment is made. They shall not be entitled to husband or wife funeral donations or disability donations.

B. Semi-beneficial members' donations shall be:

Two years' membership	\$ 50.00
Three years' membership	100.00
Five years' membership or more ..	150.00

Presentation and Payment of Claims

A. Section 53. When death or disability occurs, the person applying for donation shall present to the Local Union concerned a certificate of the facts from the attending physician, and, if approved by the Local Union, the same shall be forwarded by the Financial Secretary to the General Treasurer, with the claim certificate of the United Brotherhood, properly filled out, and shall send all other papers required.

B. All death claims must be filed with the General Treasurer within six months from date of death, failure to do so shall invalidate the claim. If a claim is disapproved by the General Treasurer, the party or parties shall have the right to appeal to the General Executive Board any time within six months from the date of disapproval and, if still dissatisfied, shall have the right to appeal any time within two years from date of decision by the General Executive Board to the next General Convention.

C. Upon receipt of a claim, the General Treasurer shall investigate the same and, if approved shall at once forward to the Financial Secretary a bank

Respondents' Exhibit No. 7—(Continued)

totally and permanently disable the member from ever again following any branch of the trade for a livelihood, any member shall report the accident to the Local Union within thirty days from the date of the accident and the Local Union shall appoint a committee to visit the member and secure from such member a detailed statement in writing as to how, when, and where the accident happened, the names of witnesses, if any, and retain same on file pending possible future claim for disability donation. The amount of disability donations shall be computed from the date of initiation to the date of accident.

G. The disability donation shall be:

One year's membership	\$ 50.00
Two years' membership	100.00
Three years' membership	200.00
Four years' membership	300.00
Five years' membership or more ..	400.00

Semi-Beneficial Members' Donation

A. Section 52. Candidates who are less than sixty (60) years of age when admitted to membership in a semi-beneficial Local shall be entitled to the donations provided for semi-beneficial members on condition that they have been members the required length of time, that they were in good health at the time of their initiation, and in good standing at the time of death, provided, however, they are over two years contributing or financial members in good standing, and when owing a sum equal to three months' dues they shall be debarred from all donations until three months after all arrearages

Respondents' Exhibit No. 7—(Continued)

are paid in full, which payment must include the payment of dues for the month in which the payment is made. They shall not be entitled to husband or wife funeral donations or disability donations.

B. Semi-beneficial members' donations shall be:

Two years' membership \$ 50.00

Three years' membership 100.00

Five years' membership or more .. 150.00

Presentation and Payment of Claims

A. Section 53. When death or disability occurs, the person applying for donation shall present to the Local Union concerned a certificate of the facts from the attending physician, and, if approved by the Local Union, the same shall be forwarded by the Financial Secretary to the General Treasurer, with the claim certificate of the United Brotherhood, properly filled out, and shall send all other papers required.

B. All death claims must be filed with the General Treasurer within six months from date of death, failure to do so shall invalidate the claim. If a claim is disapproved by the General Treasurer, the party or parties shall have the right to appeal to the General Executive Board any time within six months from the date of disapproval and, if still dissatisfied, shall have the right to appeal any time within two years from date of decision by the General Executive Board to the next General Convention.

C. Upon receipt of a claim, the General Treasurer shall investigate the same and, if approved shall at once forward to the Financial Secretary a bank

Respondents' Exhibit No. 7—(Continued)
check or draft for the amount of the donation due
and payable to the person entitled to receive it.

D. Any officer, member or Local Union making
use of improper means to obtain donations, or who
shall make false statements as to age or health, or
knowingly present or sign any claim of a fraudu-
lent character for donations, upon proof thereof,
may be fined, suspended or expelled from the United
Brotherhood.

Home and Pension

A. Section 54. A member shall not be less than
sixty-five years of age to be eligible to the Home
or Pension.

B. A member shall hold continuous membership
for not less than thirty years.

C. The traveling expenses of a member whose
application for admittance to the Home has been
approved by the proper authorities shall be paid by
the Local Union in which membership is held.

D. Members not wishing to avail themselves of
the privilege of entering the Home may apply for
a Pension not to exceed \$15.00 per month, payable
quarterly.

E. Members applying for the Pension must apply
for same through the Local Union in which they
hold membership on forms furnished by the General
Office.

F. No pension will be paid until an application
has been properly filled out by the Local Union
in which applicant holds membership and same has
been approved by the General President.

G. Payment of Pension will be made at the be-

Respondents' Exhibit No. 7—(Continued)
ginning of the calendar quarter following approval
of the application.

H. A member who qualifies under Paragraphs "A" and "B" of this Section and who receives State aid in those states where the amount of Pension paid by the Brotherhood is deducted from the amount of State pension, shall apply through the Local Union for a paid-up life membership, thereby relieving the member from paying further dues, and the Local from paying per capita tax to the United Brotherhood.

Misdemeanors and Penalties

A. Section 55. Any officer or member who becomes a habitual drunkard, or is guilty of improper conduct, or wrongs a fellow-member, or defrauds him, or commits an offense discreditable to the United Brotherhood, shall be fined, suspended or expelled.

B. Any officer or member who endeavors to create dissension among the members or works against the interest and harmony of the United Brotherhood, or who advocates or encourages division of the funds or dissolution of any Local Union, or the separation of a Local Union from the United Brotherhood, or embezzles the funds, shall be expelled and forever debarred from membership in the United Brotherhood.

C. An officer or member who wilfully slanders an officer or member of the United Brotherhood, or violates the Trade Rules of the locality in which the member is working, or fraudently receives or attempts to misapply the money of any Local Un-

Respondents' Exhibit No. 7—(Continued)
ion, or of any member or candidate intrusted to such member for payment, shall be fined, suspended or expelled, as the Local Union may decide.

D. Any officer or member who furnishes a list of membership of the Local Union to any person outside of the United Brotherhood, without first getting consent of the Local Union, shall be fined not less than Ten Dollars (\$10.00) or expelled, as the Local Union may decide.

E. Any officer or committeemen who neglects or fails to perform any duty required by the Constitution and Laws of the United Brotherhood shall be fined.

F. Any member entering the meeting in a state of intoxication, or who disturbs the harmony thereof or uses profane or unbecoming language during the meeting shall be admonished by the Chair, and, if the member again offends, shall be fined fifty (50c) cents; for the second offense, one dollar (\$1.00) and excluded from the room; for the third offense the member shall be suspended for three months. A visiting member shall be subject to these Laws, and fines shall be payable to the Local Union where the offense is committed. The President shall strictly enforce this section.

G. The President shall impose all fines as laid down by the Constitution and Laws of the United Brotherhood.

H. All fines imposed and assessments legally levied shall be charged by the Financial Secretary to the member from whom due, and shall stand against the member as regular dues and must be

Respondents' Exhibit No. 7—(Continued)

paid with thirty days to entitle the member to any privilege, rights or donations of this United Brotherhood. Members working during a strike must pay a strike assessment if levied.

I. All fines imposed by any Local Union or District Council on a member of an outside district shall be charged and collected from the member by the Local Union and forwarded to the District Council or Local Union where violation of rules occurred, under penalty of suspension.

J. A Local Union may fine any member who refuses to parade on Labor Day.

K. A fine can be remitted or reconsidered only by a majority vote of the members present at the same or next meeting.

L. Any member who acts in violation of the Obligation, or violates any Section of the Constitution and Laws of the United Brotherhood shall be fined, suspended or expelled, at the discretion of the Local Union or District Council, except where the penalty is specified in the Laws.

Charges and Trials

A. Section 56. A member must be charged and tried within the jurisdiction of the Local Union or District Council where the offense was committed, where a District Council exists all charges shall be tried before that body. A copy of the verdict must be sent to the Local Union where the member belongs. Any Local Union may suspend a member by a majority vote until charges can be preferred and the member is regularly tried. A member must

Respondents' Exhibit No. 7—(Continued)
exhaust all resources allowed by the Constitution
and Laws of the United Brotherhood before taking
a case to the civil courts.

B. All charges must be in writing, and must specify the offense or offenses, and the Section of the Constitution and Laws of the United Brotherhood so violated, and shall be signed by the member or members making such charges.

C. The charges must be read at the meeting and lay over until the next meeting, and the member must be notified by registered mail by the Recording Secretary to be present, and at the same time shall be furnished by the Recording Secretary with a copy of the charges specified. The notice shall be sent to the member's last known address.

D. The member may attend the meeting until convicted of the charges; but if an officer, may be retired from office by the Local Union or District Council while the case is pending.

E. The Local Union or District Council shall nominate the names of eleven members most competent of giving a fair and impartial hearing of the case. The Recording Secretary shall place the names in the ballot box and the Vice-President shall draw the same from the box and call the names aloud until five have been drawn, when the case will be given to them for investigation.

F. All charges shall be referred to a Trial Committee, consisting of five, the accused and the accuser having the alternative of each challenging any three members of said committee. Any member so challenged shall not serve on the committee.

Respondents' Exhibit No. 7—(Continued)

G. The accused shall have a fair and impartial trial, and shall be allowed until the next regular meeting to appear and reply, either in person or by counsel; the latter must be a member of the United Brotherhood; and, failing to do so, the committee shall proceed with the investigation. All testimony to be taken down in writing. Testimony of persons not members is admissible. The member or members making the charges may be represented by counsel who shall be a member of the United Brotherhood.

H. The chairman of the committee shall without delay, summons the accused in writing, together with all witnesses and try the case.

I. When the committee has come to a decision in the case the chairman of said committee shall, at the next regular meeting thereafter, submit a full report of the case with their verdict and the evidence in writing to the Local Union or District Council.

J. There shall be no debate or review of the case by the Local Union or District Council, except that the defendants and prosecuting witness shall be allowed to plead for, or state their side, and it shall then require a majority of the members present to affix such legal penalty as they deem proper. When found guilty of an offense for which a penalty is fixed by the Constitution and Laws of the United Brotherhood it shall be the duty of the presiding officer to impose such penalty. The report of the

Respondents' Exhibit No. 7—(Continued)

Trial Committee shall be filed by the Recording Secretary for future reference.

K. If the accused wilfully neglects or refuses to stand trial the committee shall deem the member guilty of contempt and the member shall be punished as the Local Union or District Council may determine.

L. Any officer or member who is a party to, or directly interested in any case or trial in a Local Union or District Council, shall not be permitted to act as a member of the committee.

M. Any member who by preaching, advocating or counseling disorder, dissension and disobedience of authority at a Local Union or District Council meeting, after proper charges have been filed and proper notice given within the laws specified by the Constitution and Laws of the United Brotherhood of Carpenters and Joiners of America if found guilty of such charges, shall be guilty of acting in violation of the Obligation and the penalty prescribed therein shall become effective at once.

Appeals and Grievances

A. Section 57. A member who has a grievance or who has had an injustice done in any way, or any Local Union, District, State or Provincial Council having any grievance may appeal to the General President for redress, subject to a further appeal to the General Executive Board, and a final appeal to the General Convention, except violations of Trade Rules; but in no case shall an appeal act as

Respondents' Exhibit No. 7—(Continued)
a stay of proceedings except as provided in the Constitution and Laws of the United Brotherhood.

B. In case a fine is imposed by the Local Union or District Council, and an appeal is taken, said fine shall be held by the body assessing same until said appeal is finally and completely decided.

C. No appeal can be entertained by the General President where any sum of money in excess of Fifty Dollars (\$50.00) is involved unless the appellant has first paid to the Local Union or District Council Fifty Dollars (\$50.00) on account, to be held until the appeal is decided by the General President, and if said appeal is decided against the appellant, the full amount imposed must be paid before a further appeal can be taken. In all cases where the fine is Fifty Dollars (\$50.00) or less the member fined shall pay the full amount to the Local Union or District Council imposing same.

D. Any member or subordinate body of the United Brotherhood desiring to take an appeal shall have such appeal made in duplicate. One copy shall be forwarded to the General President and the other copy served on the member or subordinate body against whom the complaint is made within thirty days after the date of the action or grievance complained of. If an appeal is taken from the decision rendered, a notification of said appeal must be sent to the General President within thirty days after the date of the decision made.

E. When an appeal is taken from the action of a subordinate body there shall be sent to the Gen-

Respondents' Exhibit No. 7—(Continued)

eral President as well as to the appellant in the case, within thirty days, a full and complete copy of the minutes and charges as presented at the trial, together with the answer to the appeal. However, in cases where the act complained of would be in force and effect before the time designated in which to file answer has elapsed the General President is empowered to cause suspension of penalty becoming effective against appellant until answer has been filed and decision rendered.

F. Failing to comply with the above, the General President shall have power to decide the case of appeal on the papers before him. The appellee failing to comply with the above, forfeits all further rights to appeal from action of the General President.

G. All parties to an appeal to the General President are required to go before a Notary Public and make affidavit to the truth of their written or printed statements.

H. All appeals from the decision of the General President to the General Executive Board must be forwarded to the General Secretary within thirty days from the date of receipt of the General President's decision. Also any appeal from the decision of the General Executive Board to the General Convention must be made within thirty days from date of receipt of decision of the General Executive Board.

Funds of Local Unions
General Funds

A. Section 58. The General Funds or property

Respondents' Exhibit No. 7—(Continued)

of a Local Union shall be used only for such purposes as are specified in the Constitution and Laws of the United Brotherhood and as may be required to transact and properly conduct its business, viz.: Payment of salaries and donations to sick members; purchasing stationery, books, cards, printing, payment of rent, or any legally authorized bill against the Local Union. But under no circumstances shall any of the General Funds be used for loans or donations to members, Contingent Fund or for political or religious purposes. Violation of this Section subjects the offending Local Union to the penalty of suspension.

B. No donation for any purpose, except sick donations, shall be given, no tax nor special assessment shall be levied by any Local Union, except by a majority vote of members present, and cannot be declared valid upon the night of its introduction, but must lay over at least two weeks for consideration (except in case of appeals for aid from Local Unions on strike with sanction of the General Executive Board). The Local Union, in the meantime, must notify all members by mail that said donation, tax or assessment is pending.

C. The funds or property of a Local Union cannot be divided in any manner among the members individually, but shall remain the property of the Local Union for its legitimate purpose while ten members remain therein.

D. All moneys paid out of the funds of a Local Union, with the exception of per capita tax and

Respondents' Exhibit No. 7—(Continued)
cost of bonds of financial officers, must be by majority vote of the members present, for which an order must be drawn on the Treasurer signed by the President and Recording Secretary and stamped with the seal of the Local Union. No appropriation of money can be voted after 10:30 p.m.

E. Any Local Union charging more than One (\$1.00) Dollar per month dues may create a special Relief and Contingent Fund for use aside from the General Fund. Local Unions may use all dues in excess of the above dues, all fines levied for non-attendance at special or regular meetings, proceeds of entertainments, and may levy an assessment for said fund in accordance with provisions governing special assessments.

F. This fund may be used for the relief of aged members, organization, or any other purpose the Local Union may decide, except to support a dual organization, for partisan politics, religious purposes, or for any purpose that may be inimical to the interests of the United Brotherhood; provided, however, if property is purchased with said fund the property shall be held in the name of the United Brotherhood of Carpenters and Joiners of America, as specified in the Constitution and Laws of the United Brotherhood.

General Strikes and Lock-Outs

A. Section 59. Strikes inaugurated and conducted according to the following rules may be sanctioned by the General Executive Board and financial aid extended to the extent that the General Executive

Respondents' Exhibit No. 7—(Continued)

Board deems adequate. All trade movements to be first submitted to the General Secretary.

B. Job or shop strikes are to be conducted on rules made by the District Council or the Local Union where a District Council does not exist. A trade demand inaugurated by a Local Union affiliated with a District Council must be endorsed by the District Council and submitted to the General Executive Board for their sanction.

C. Where a District Council exists it shall adopt rules for the government of strikes and lock-outs in that district, as provided for in the Constitution and Laws of the United Brotherhood. When a member from an outside district goes into any city to take advantage of better conditions the member shall take the risk of being called out on strike without pay.

D. Members going to work, without depositing their Clearance Cards in a locality where a strike or lockout is pending, shall be subject to a fine of not less than Twenty-five (\$25.00) Dollars or expulsion. When penalty is imposed the Local Union in which the member holds membership shall be notified, and if fine has been levied same shall be collected and forwarded to the Local Union or District Council having jurisdiction where the offense was committed. If expulsion, the name of the member shall be removed from the membership roll of the Local Union.

E. When any local trade difficulty arises the members aggrieved shall lay the case before their Local

Respondents' Exhibit No. 7—(Continued)
Union or District Council. If said body decides to sustain them, the President of the Local Union or District Council shall appoint a Conference Committee of not less than three capable members to meet with the employer or employers, with a view to adjust the difficulty or dispute.

F. The Conference Committee shall report at the next meeting, and if no settlement has been effected, the Local Union or District Council shall then proceed as prescribed in the Constitution and Laws of the United Brotherhood.

G. When any demand for an increase of wages, reduction of hours or enforcement of Trade Rules is contemplated by a Local Union or District Council each member belonging to the Local Union twelve months or more must be notified by mail to attend a special meeting of the Local Union. Said notice must state the object of the meeting. And any member failing to be present and vote when so notified, unless prevented by sickness or unavoidable accident, shall be fined not less than One (\$1.00) Dollar, or more than Five (\$5.00) Dollars. When a Local Union or District Council decides to take a vote on a trade demand they shall at once apply to the General Secretary for a Schedule of Inquiries.

H. If a majority of eligible members voting, vote by secret ballot to put the proposed demand into effect, the Schedule of Inquiries shall be filled out immediately after the vote is compiled and forwarded to the General Secretary, who shall at once submit a copy of same to the General Executive Board. The

Respondents' Exhibit No. 7—(Continued)

General Executive Board shall not sanction a trade movement unless a majority of such eligible members voting in a Local Union or District Council, vote in favor of the demand.

I. The Schedule of Inquiries must be filed with the General Secretary for submission to the General Executive Board at least sixty days prior to the date the trade demand is to go into effect.

J. The officers of the District Council or Local Union, or a committee elected or appointed from said bodies, shall endeavor to meet with the employers and bring about an adjustment at the earliest possible date, and shall report to the Local Union or District Council not later than the next regular meeting, and each week to the General Secretary, the result of their efforts.

K. The General President, if necessary, may dep-utize some suitable member to proceed at once to the scene of the difficulty and endeavor to adjust the trouble by negotiation or arbitration. Failing in settlement, the deputy shall submit by telegraph or letter all fact to the General President, and if necessary, the General President shall submit same to a vote of the General Executive Board, who shall send their reply to the General Secretary by tele-graph within three days after receipt of said in-formation, under penalty of Ten Dollars (\$10.00) fine.

L. When financial aid has been granted by the General Executive Board to members on strike, the list of members on strike or locked out, must be

Respondents' Exhibit No. 7—(Continued) submitted to the General Office before financial aid will be allowed by the General Executive Board. The list to be checked up with the membership records at the General Office, and it shall not be payable until the end of the second week, and then only for the second week, to such members as have been on strike or locked out for two full weeks in succession. Members in arrears shall square up their arrearages out of the first strike payment. Only those members who are called out on strike or who are locked out shall be entitled to strike pay.

M. The Treasurer of the District Council, or Local Union where No District Council exists, shall send promptly to the General Secretary at the close of each week a complete financial report, on forms furnished by the General Secretary, of all moneys paid from the funds donated by the General Executive Board. Members receiving strike pay must sign their names on form opposite the amount received and the forms must be countersigned by the Chairman and Treasurer of the Strike Committee and attested to by the Recording Secretary of the Local Union or District Council and have the seal affixed. During the continuance of the strike the Secretary of the Local Union or District Council, or the Secretary of the Strike Committee, shall report at the close of each week to the General Secretary in detail all matters of interest pertaining to the strike. The General Executive Board shall not vote any additional appropriation until the provisions of this Section are complied with.

Respondents' Exhibit No. 7—(Continued)

N. In case of a strike or lock-out, where immediate aid is required, the General President, General Secretary and General Treasurer shall be vested with power to appropriate such sums as, in their judgment, they deem advisable to meet these particular demands, and until such time as the General Secretary can act upon the same through correspondence with the General Executive Board.

O. The General Executive Board shall have power when satisfied from facts and information in their possession that support in a strike or lock-out should cease, to declare the same at an end so far as the financial aid of the United Brotherhood is concerned.

P. In case of a general lock-out of members of the United Brotherhood in any locality, the Secretary of the District Council, or the Local Union where a District Council does not exist, shall immediately mail to the General Secretary a complete statement of the causes leading up to the lock-out. The General Secretary shall submit the same to the General Executive Board, who may appropriate funds for support of the members involved. The rules governing the disbursement of funds appropriated for strikes shall govern all appropriations made by the General Executive Board for support of members locked out.

Q. The General Executive Board shall not extend financial aid to any Local Union engaged in a strike unless said Local Union has been organized for a

Respondents' Exhibit No. 7—(Continued)
period of one year, unless it is affiliated with a District Council that is on strike.

R. Any Local Union or District Council engaging in a general strike without conforming with the above Laws may be suspended.

S. After a trade demand has been approved by the General Executive Board, a majority of the members affected must vote in favor of calling a strike before a strike can be called.

Label

A. Section 60. The attached design of the label shall be the official label of this United Brotherhood:

B. [Cut of Union Label.]

C. The General Office shall, as soon as possible, through the good offices of some District Council or Local Union in each State or Province, have the label registered. Registry to be in the name of the United Brotherhood of Carpenters and Joiners of America and the expense to be borne by the General Office. After such registry, each District Council, or Local Union where no District Council exists, shall apply to the First General Vice-President for sanction to use the label and give such information pertaining to conditions in that district as required, and after receiving sanction from the First General Vice-President, shall issue labels of the above design, with name or number of the District Council or Local Union issuing same, printed in its proper place on the label, to such shops and mills in that

Respondents' Exhibit No. 7—(Continued)

district as are entitled to same, and all labels must be secured from the General Office, which shall furnish them at cost under the following conditions:

D. No agreement shall be made or renewed with any firm granting the use of the label after April 1, 1916, unless all shops and mills of the firm have an eight-hour work-day and employ only members of the United Brotherhood, except where dispensation has been granted by the General President upon application from the District Council or Local Union.

E. Each shop, mill or factory shall have a Shop Steward who shall have supervision over the label, stamp or die; it shall be the duty of the Steward to see that said label, stamp or die shall not be placed on any manufactured article other than that which is made under the agreement. Said label must be applied to the article in the shop or mill where manufactured and must at no time be removed for use from the shop or mill. It shall be the duty of the Shop Steward to see that the agreement with the District Council or Local Union is carried out in its entirety. The members employed in said shop, mill or factory shall hold meetings at least once a month. The Shop Steward must be selected by the Local Union or District Council and serve for the ensuing month.

F. The Shop Steward shall be appointed at the regular monthly meeting for one month; the member working in said shop, mill or factory longest shall serve first.

Respondents' Exhibit No. 7—(Continued)

G. Under no circumstances shall an employer be permitted to handle labels or have them in charge, nor shall anyone but a member of the United Brotherhood be permitted to attach them, and the Shop Steward shall at all times keep them securely locked up, so that no one else may have access. All labels shall be attached to finished product by members of the United Brotherhood in such a manner that they cannot be removed therefrom without destroying the label.

H. Each label shall have the factory, shop or mill number stamped thereon. Whenever a label is applied without the factory number thereon it shall be regarded as forged. The factory number, in conjunction with the name of the District Council or Local Union issuing said label, will thus permit recognition of the product of any particular factory in any part of the jurisdiction of the United Brotherhood.

I. It shall be the duty of the Secretary of each District Council or Local Union issuing labels to keep a correct and accurate account of all labels received from the General Office, their numbers and the shops to which they have been issued, and to furnish all information regarding the use of the label which may be called for by the District Council or the First General Vice-President.

J. The Shop Steward shall receive and account for the use of the labels and make a report to the District Council or Local Union monthly, or oftener if required, and to the First General Vice-Presi-

Respondents' Exhibit No. 7—(Continued)
dent upon request. Shop Stewards failing to report as required by the District Council or Local Union shall be fined.

K. Upon request of the First General Vice-President, a representative shall be sent to investigate the conditions of any mills using the label, and upon receipt of report the General President shall furnish a copy of same to the First General Vice-President.

L. In case of any violation of agreement or grievance against an employer, the label shall be withdrawn when ordered by the First General Vice-President.

M. The First General Vice-President, with the sanction of the General Executive Board, shall have the power to order the withdrawal of the label from any factory, shop or mill, upon charges duly made, and shall have power to regulate and investigate the issuance of the label in accordance with the Constitution and Laws of the United Brotherhood.

N. It shall be the duty of all District Councils, Local Unions and each member to promote the use of trim and shop-made carpenter work, hotel, bank, bar, store and office fixtures, and of church, school, household furniture, etc., and to make it generally known to the members of the Local Union that it is necessary to all mill and shop members and the United Brotherhood that products made in factories, shops or mills where only members of the United Brotherhood are employed should be installed by fellow-members.

O. Where owner or architect specifies that union

Respondents' Exhibit No. 7—(Continued)
materials shall be used on any job or building, none other shall be handled by the membership of our Brotherhood, under penalty of suspension from the United Brotherhood.

P. For misuse of the Union Label the Shop Steward shall be fined Twenty-five Dollars (\$25.00) for the first offense, and for the second offense shall be expelled.

Supplies for Local Unions

Section 61. All Constitutions, cards and supplies shall be furnished by the General Secretary, per order of the Financial Secretary of any Local Union in good standing, and the money for the same shall be sent to the General Secretary and shall accompany all orders for supplies.

Affiliations

A. Section 62. Being affiliated, as an International Body, with the American Federation of Labor, it is the duty of all Local Unions to affiliate with Central Bodies and State Federations of the American Federation of Labor.

B. By vote of the members of the Local Unions in Canada, under date of February 27, 1907, it was decided that all Local Unions in Canada affiliate with the Canadian Trades and Labor Congress, tax to be paid to the Congress direct from the General Office.

General Vote

A. Section 63. Whenever a general vote of the members is taken, a statement shall be submitted

Respondents' Exhibit No. 7—(Continued)

along with it by the parties sending it out, giving their reasons why such amendment shall become a law, and the General Secretary shall state the number and location of the Locals that have endorsed same. It shall require a majority vote of the members voting to decide, and said general vote, under Seal of the Local Union, shall be returnable to the General Secretary within six weeks from date of circular calling for the vote, and the result, pro and con, in each Local Union shall be published in pamphlet form, containing a copy of amendment or amendments voted on and distributed to all Local Unions in the same manner as the monthly Financial Statement. Any Local Union may submit an amendment to the Constitution and Laws of the United Brotherhood. The proposed amendment must be sent to the General Secretary, who shall publish it in "The Carpenter" one month prior to the next regular meeting of the General Executive Board, and if approved by that body, it shall be submitted to a general vote. If the amendment is endorsed at a called meeting for that purpose, by twenty-five (25) Local Unions in as many States, approval of the General Executive Boards shall not be required.

B. At any time the General Executive Board deems a new law or amendment is necessary to govern the United Brotherhood, they may recommend a clause to the Local Unions to be voted on; and should a majority vote of the members voting support the recommendation, it shall become a law.

Respondents' Exhibit No. 7—(Continued)

No new laws or amendments shall be submitted for a vote of the Local Unions between Conventions in which the result of such vote would not become a law six months prior to the holding of the General Convention.

C. The Constitution and Laws herein contained can be amended or altered at regular sessions of the Convention by a majority vote of the delegates present, and all such amendments or alterations must be submitted by the General Secretary, within twenty-five days after the Convention adjourns, to the Local Unions for a general vote. A majority vote of the members voting shall be necessary to sustain such amendments or alterations to make them law.

D. All amendments to the General Constitution submitted by Local Unions, District, State or Provincial Councils for the consideration of the Convention shall be forwarded to the General Secretary not later than the 15th day of July preceding the holding of the Convention, and the said amendments shall be published in our Official Journal in the issue immediately following their receipt by the General Secretary, and no further amendments shall be considered by the Constitution Committee other than those submitted in accordance with the above, but amendments to any Section can be offered from the floor during the report of the Constitution Committee.

Property

Section 64. All officers, at the expiration of their term of office, or when removed, or when their of-

Respondents' Exhibit No. 7—(Continued)

fices are declared vacant, shall deliver to their successors all books, papers, moneys and other property in their possession belong to the United Brotherhood, and they shall not be relieved from their bonds or obligations until this Law is complied with.

Section 65. All Laws or part of Laws previously enacted by the United Brotherhood, and standing decisions of the General Executive Board in conflict with the Constitution as amended by the Twenty-Sixth General Convention of the United Brotherhood, are hereby repealed, and the General Executive Board is hereby authorized and empowered to make any needed changes as required by the vote of the Delegates to the Twenty-Sixth General Convention and the referendum vote effective January 1, 1951.

Standing Decisions of the General Executive Board
1887

February 15.—A Union not holding meetings at least once a month forfeits its charter and is not eligible to donations.

September 17.—Grading wages is demoralizing to Union principles and to the welfare of the trade and no Local Union should adopt the system of grading wages.

1888

March 10.—A Local Union can fix a fine as penalty for non-attendance of members at a monthly meeting.

1891

July 16.—All donations are forfeited by a sus-

Respondents' Exhibit No. 7—(Continued)
pended Union the same as a suspended member. A suspended Union cannot be entitled to any donations other than those prescribed for a new Union.

1897

April 7.—Working Cards can only be issued through the Local Unions or District Councils of the United Brotherhood and without discriminating charge in any locality against outside members.

April 9.—Every part of the Ritual is just as binding on members as is the Constitution and Laws of the United Brotherhood.

1898

April 5.—Members violating Trade Rules and called out on strike are not entitled to strike donation.

Parliamentary Rules

Rule 1. On motion, the regular order of business (see inside front cover) may be suspended by a two-thirds vote of the meeting at any time, to dispose of any urgent business.

Rule 2. All resolutions and resignations must be submitted in writing.

Rule 3. Any conversation by whispering or otherwise, which is calculated to disturb a member while speaking, or hinder the transaction of business, shall be deemed a violation of order.

Rule 4. Partisan politics or sectarian discussion shall not be permitted in the meetings under any circumstances.

Rule 5. All questions of a parliamentary nature

Respondents' Exhibit No. 7—(Continued)
not provided for in these Rules shall be decided by
Roberts' Manual.

Motions

Rule 6. A motion to be entertained by the presiding officer must be seconded, and the mover as well as the seconder must rise and be recognized by the Chair.

Rule 7. Any member having made a motion can withdraw it by consent of the seconder, but a motion once debated cannot be withdrawn except by a two-thirds vote.

Rule 8. A motion to amend an amendment shall be in order, but no motion to amend an amendment to an amendment shall be permitted.

Rule 9. Any member may call for a division of a question when the sense will admit thereof.

Debate

Rule 10. A motion shall not be subject to debate until it has been stated by the Chair.

Rule 11. When a member wishes the floor he shall rise and respectfully address the Chair, and if recognized by the Chair, he shall be entitled to the floor.

Rule 12. If two or more members shall rise to speak at the same time, the Chair shall decide which is entitled to the floor.

Rule 13. Each member, when speaking, shall confine himself to the question under debate and avoid all personal, indecorous or sarcastic language.

Rule 14. No member shall interrupt another while speaking, except to a point of order, and he shall

Respondents' Exhibit No. 7—(Continued) definitely state the point, and the Chair shall decide the same without debate.

Rule 15. If a member while speaking be called to order, he shall take his seat until the point of order is decided, when, if decided in order, he may proceed.

Rule 16. If any member shall feel himself personally aggrieved by a decision of the Chair, he may appeal to the Local Union from the decision.

Rule 17. When an appeal is made from the decision of the Chair, the VicePresident shall then act as Chairman, and he shall state the appeal to the meeting in these words: "Shall the decision of the Chair be sustained as the decision of the Union?" The member will then have the right to state the grounds of his appeal, and the Chair will give the reason for his decision, thereupon the Union will proceed to vote on the appeal, without further debate, and it shall require a majority vote to sustain such appeal.

Rule 18. No member shall speak more than once on the same subject until all the members desiring the floor shall have spoken, nor more than twice, without unanimous consent, nor more than five minutes at any one time.

Rule 19. The presiding officer shall not speak on any subject unless he retires from the Chair, except on points of order and appeals from the decision of the Chair, and in case of a tie he shall have the deciding vote.

Respondents' Exhibit No. 7—(Continued)

Privileged Questions

Rule 20. When a question is before the meeting, no motion shall be in order except: (1) to adjourn; (2) to lay on the table; (3) for the previous question; (4) to postpone to a given time; (5) to refer or re-commit; (6) to amend. And these motions shall have precedence in the order herein arranged. The first three of these motions are not debatable.

Rule 21. When the previous question is moved and seconded, it shall be put in this form: "Shall the main question be now put?" If this is carried, all further motions, amendments and debate shall be excluded and the main question put without delay.

Rule 22. If a question has been amended, the question on the amendment shall be put first. If more than one amendment has been offered, the question shall then be put as follows: (1) amendment to the amendment; (2) amendment; (3) original proposition.

Rule 23. When a question is postponed indefinitely it shall not come up except by a two-thirds vote.

Rule 24. A motion to adjourn shall always be in order, except; (1) when a member has the floor; (2) when members are voting; (3) when it has been decided to take the previous question.

Taking the Vote

Rule 25. Before putting a question to vote, the presiding officer shall ask: "Is the Union ready for the question?" Then it shall be open for debate. If no member arises to speak, the presiding officer

Respondents' Exhibit No. 7—(Continued)
shall then put the question in this form: "All in favor of the motion say Aye," and after the affirmative vote is expressed, "Those of the contrary opinion say No." After the vote is taken the Chair shall immediately announce the result.

Rule 26. When the presiding officer has commenced taking a vote, no further debate or remarks shall be allowed unless a mistake has been made, in which case the mistake shall be rectified and the presiding officer shall again take the vote.

Rule 27. Before the presiding officer declares the vote on a question, any member may ask for a division of the house; then the Chair is in duty bound to comply with the request, and a standing vote shall then be taken, and the Conductor shall count the same.

Rule 28. Every member present shall vote on all questions before the Union, unless personally interested or excused by the Union.

Rule 29. When a blank is to be filled, the question shall be taken first upon the largest sum or number, or the longest or latest time.

Rule 30. When a question has been decided it can be reconsidered only at the same meeting or on the next regular meeting night.

Rule 31. A motion to reconsider must be made and seconded by two members who voted with the prevailing side.

Rule 32. All questions, unless otherwise provided, shall be decided by a majority of all votes cast.

RESPONDENTS' EXHIBIT No. 8
(Received in Evidence March 24, 1952)**CONSTITUTION AND BY-LAWS**
of Washington-Oregon
Shingle Weavers' District Council

Approved as Amended January, 1951

Article I.—Name and Headquarters

The name of this organization shall be the Washington-Oregon Shingle Weavers' District Council. All Unions affiliated with this organization shall be chartered by the United Brotherhood of Carpenters and Joiners of America.

Article II.—Purpose and Jurisdiction

The purpose of this organization shall be to secure and maintain shorter working hours, higher wages, better working conditions and greater harmony in the shingle industry. It shall promote the enactment and enforcement of legislation beneficial to its members and co-ordinate the activities of its affiliated Local Unions.

The jurisdiction of this organization shall extend over all men working in or around any plant engaged in the manufacture or processing of wood shingles, except those men held ineligible by the rules of this union.

Article III.—Officers

Section 1. The officers of the Washington-Oregon Shingle Weavers' District Council shall consist of a President and Secretary-Treasurer elected at large, and one District Vice-President elected

Respondents' Exhibit No. 8—(Continued) by and from each affiliated Local Union. The above officers shall constitute the Council Executive Board. At the October Executive Board meeting, the Vice-President shall choose from their number three members who shall serve as the Board of Trustees for the ensuing year.

Section 2. Council officers shall be members in good standing in the Shingle Weavers' Union and must have been employed in the trade jurisdiction of this Council unless employed by their Local Union or by the Council. The President and the Secretary-Treasurer shall be citizens of the United States. No member of the Washington-Oregon Shingle Weavers' District Council will be eligible to hold a Council or Local Union office or offices unless he has been employed in the shingle industry at least one year and meets the other requirements as set forth in Section 31, Paragraph "D" of the General Constitution. He must be employed in the shingle industry at the time of nomination or be employed by his Union.

Section 3. Council Officers shall be elected for a term of two years, or until their successors are elected and installed.

Section 4. Nominations for the offices of the President and Secretary-Treasurer shall be made at the last regular meeting of the Local Unions in July and the names of the nominees sent to the Council Secretary. He in turn shall send a complete list of all nominees to the Local Unions. Any nominated person desiring to decline (or accept) the

Respondents' Exhibit No. 8—(Continued)

nomination shall notify the Council Secretary in writing not later than August 10. The Council Secretary shall mail the corrected list of nominees to all Local Unions not later than August 15, with printed ballots for same, in alphabetical form to all Local Unions.

In elections where only one candidate has been nominated for a District Council office, said candidate's name shall appear on the General Election Ballot and not on the Primary Ballot.

There shall be a preliminary ballot by each Local Union and the votes cast for all persons previously nominated shall be compiled by the Local Unions, and the number of votes cast for each nominee shall be mailed to the Council Secretary not later than September 5. Election returns in the Primary Election for Council Officers, postmarked after September 5, shall not be considered in the final results of the election.

The Council Secretary shall compile the number of votes cast for each nominated person, and the location of each Local Union casting such vote, and shall mail a copy of this to each affiliated Local. When a candidate seeking office in the District Council receives a majority of all votes cast in the Primary Ballot, he then and there shall be declared elected for the ensuing term of office, and that the usual subsequent General Election be eliminated. In case no candidate receives a majority of all votes cast we continue as in Paragraph 5, Section 4.

The names of the two candidates receiving the

Respondents' Exhibit No. 8—(Continued)
highest number of votes cast shall be voted on in a General Election. The Council Secretary shall cause to be printed ballots on which shall be the names of the nominees for the office or offices to be filled, with a space opposite each name for the voter to mark an X and with an attached stub on which the voter shall sign his name and the number of his Local Union. These ballots shall be mailed to the Local Union not later than September 15th. The General Election Ballot shall be held open, if necessary, until October 5th.

The Council Vice-President from each Local shall convey the tabulated vote and the ballots and stubs to the next regular Board meeting where they shall be recounted and compiled by a balloting committee. The elected officers shall be installed at the Board meeting.

Council Vice-Presidents shall be nominated and elected in their respective Local Unions, by the same method as election of Council Officers. Tabulation of ballots shall be by the Local Union.

Section 5. In case the office of Council President becomes vacant, the Council Secretary-Treasurer shall immediately call a meeting of the Council Executive Board to fill the vacancy for the unexpired term.

Section 6. Any person who has held an interest in a mill who has been nominated to office shall, before being elected to hold office, or vote in the Union, furnish proof that he has disposed of his

Respondents' Exhibit No. 8—(Continued)
interest and no longer participates in ownership or management of the plant.

Section 7. Each year the Council Secretary and President shall be allowed two weeks' vacation with pay. This vacation shall be taken at a time judged by the parties involved, to be the most suitable time to leave their business. The President and Secretary shall not take their vacations during the same period, and during the vacation period of one officer the other shall attend to any urgent business that may arise. In the event the urgency of the business requires additional help during the vacation of an officer, such help may be hired for the period of the emergency.

Article IV.—Duties of Officers

Section 1. The duties of the Council President shall be as follows:

1. Preside at Conventions and Executive Board meetings, and appoint all necessary committees unless otherwise ordered by the Convention or Executive Board.

2. Supervise over all activities of the Council and actively co-operate with affiliated Locals in organization work, negotiations, and in all such matters as affect the welfare of the District Council.

3. Keep the membership informed on the affairs of the Union and report to Conventions and Executive Board meetings on his activities for the preceding period. Have published in the Shingle Weaver each and every month a statement on the general condition of the Union.

Respondents' Exhibit No. 8—(Continued)

4. Interpret the Laws of the Council and working agreements, subject to revision or reversal by the Convention or Executive Board.
5. Call special meetings of the Executive Board whenever necessary.
6. Furnish vouchers of his expenses to the Council Secretary.
7. Perform such other duties as are assigned him by the Convention or Executive Board.
8. To have a picture taken of all the delegates at each convention, and a permanent plate made and placed on file in the Council office.

Section 2. The Secretary-Treasurer shall take charge of all books, papers, and effects of the Council office. He shall issue all notices and conduct all correspondence pertaining to his office. He shall keep a true and correct record of the proceedings of Conventions and Executive Board meetings and send a copy of the minutes to the affiliated Locals.

The Secretary-Treasurer shall be the custodian of the funds of the Council and shall deposit all funds in responsible banks. He shall receive and collect all monies due the Council and pay all lawful bills.

The Secretary-Treasurer shall submit to the proper Committee for inspection, vouchers for all monies received and expended, and shall submit to regular Conventions and Executive Board meetings a complete statement of all receipts and disbursements during the proceedings. A copy of this shall be sent to each affiliated Local.

Respondents' Exhibit No. 8—(Continued)

The Secretary shall keep a copy of all important correspondence sent out or received by his office.

The Secretary shall assemble and keep on record such data and statistics as will be of value to the Union. He shall perform such other duties as may be assigned him by the Convention or the Executive Board.

The Secretary-Treasurer shall affix the Council seal to all papers.

The Secretary-Treasurer shall have a voice but no vote at Convention and Executive Board meetings. He shall be bonded for such amount as may be designated by the Board of Trustees.

Section 3. Council Vice-President shall represent the Council with their Local Unions and shall take part in all negotiations in connection with agreements and administration of Laws and Rulings made by the Council.

Section 4. The Council Secretary shall notify the Council Vice-President when the Local Union he represents becomes delinquent with per capita tax payments.

Article V.—Executive Board

Section 1. The first regular meeting of the Council Executive Board, following the Convention, shall be on a date designated by the President, which shall not be later than the first Friday after the first Saturday in the month of June. The second regular meeting shall be on the first Friday after the first Saturday in the month of October. Other regular meetings of the Council may be called by

Respondents' Exhibit No. 8—(Continued)
the President, or upon request of not less than five Council Vice-Presidents. A quorum shall consist of not less than three-fifths of the members of the Executive Board.

The Council Vice-Presidents shall act as delegates to all conventions of the Washington-Oregon Shingle Weavers' District Council.

Section 2. The Executive Board shall direct the workings and execute the instructions of the Union. The Board shall have power to recommend the levying of such assessments as may be advisable, and make such other recommendations to the membership as they deem necessary to the welfare of the Union. Recommendations from the Executive Board to the membership shall be in the form of resolutions and shall be acted upon by the Locals in the same manner as those originating in Conventions.

The Board may call special Conventions when they deem it necessary.

The Board by a two-thirds vote, after trial, may suspend either the President or the Secretary-Treasurer, subject to ratification by the membership of the Union. Action of the latter shall be by secret ballot.

In no case shall action by the Executive Board to suspend either the President or Secretary be considered as sanctioned by the membership unless fifty-five per cent (55%) of the members of the District Council vote in favor of the suspension.

Each Council Vice-President shall submit to the

Respondents' Exhibit No. 8—(Continued)

Convention a written report of the Local Union conditions in his district.

Local officers holding Council offices, in addition to their Local office, when carrying on correspondence with places of business or addressing public meetings, shall use the title of their Local office and not the title of Council officer unless authorized by the Council to do so.

Section 3. Any time a Local sees fit to call upon the Washington-Oregon Shingle Weavers' District Council to finance the handling of labor disputes within the jurisdiction of said local, it shall be understood that the Council will have complete authority in effectuating and making proper settlement of said dispute.

Board of Trustees

At each regular Convention, and on a date not later than the first Friday after the first Saturday in the month of June and at the regular meeting of the Executive Board in the month of October, the Board of Trustees shall audit the books and financial records of the Secretary-Treasurer and report their findings to the Convention or Executive Board.

The Trustees shall have the supervision of all funds and properties of the District Council and shall see that the Secretary-Treasurer is bonded in an amount sufficient to cover any monies he may have in his possession.

Article VI.—Conventions

Section 1. The regular Conventions of the Wash-

Respondents' Exhibit No. 8—(Continued)

ington-Oregon Shingle Weavers' District Council shall be called at 10 a.m. on the first Thursday after the first Monday in January of each year and shall continue and adjourn at such time and date as may be determined by a majority of the delegates present. If necessary to expedite the business of the convention, the President may direct certain committees, chosen from the delegates, to meet immediately previous to the Convention. The place of the Convention shall have been selected at the previous Executive Board meeting.

The direct expenses of the Convention shall be assumed by the Council. The expenses of delegates and Council Vice-Presidents shall be paid by their Local Unions.

Section 2. Each affiliated Local shall be entitled to two delegates for the first five hundred members or less; one additional delegate for the next five hundred members or fraction thereof, and one additional delegate for any number of members over one thousand. These shall be in addition to the Council Vice-Presidents. The Membership of each Local shall be computed upon the average per capita tax paid into the Council by that Local for the preceding twelve months, except in the case of newly formed Locals, when it shall be based upon the average per capita tax paid for the period of its affiliation.

Delegates shall be present to vote and there shall be no vote cast for absent delegates.

Newly organized Locals must be organized at

Respondents' Exhibit No. 8—(Continued)
least one month and one month's per capita tax paid prior to the month in which the Convention is held to be entitled to representation.

Section 3. The Council Secretary shall issue the call for the Convention and send proper credential blanks in duplicate to all affiliated Locals not later than November 15th. The Locals shall elect their delegates and return one set of credential forms properly filled out, to the Secretary not later than December 10th. Each Council Vice-President shall present the duplicate set of credentials from his Local at the Convention.

Section 4. All resolutions and motions passed by the Convention shall be referred to the Local Unions within fifteen days after the adjournment of the Convention. Within thirty days thereafter, each Local shall vote on them and notify the Council Secretary the result of their vote, and if approved by a majority of the affiliated Locals, they shall become immediately effective.

It shall be the duty of the Council Secretary to notify all Locals of the action of the Membership on any motion or resolution voted on by it.

Section 5. All motions and resolutions proposing changes in the existing Working Agreements shall be in the nature of recommendations to the Council Negotiating Committee and shall be referred to that body.

Section 6. Any resolution originating in the Convention must be signed by not less than three accredited delegates.

Respondents' Exhibit No. 8—(Continued)

Section 7. Roberts Rules of Order shall prevail at all times in Conventions and Executive Board meetings unless otherwise specified by the Constitution and By-Laws of the Council or the Brotherhood.

Article VII.—Negotiating Committee

Section 1. There shall be a Council Negotiating Committee which shall represent the Council in conference with representatives of the employers in the shingle industry. The combined representatives of the two groups shall be known as the Joint Board.

The Council Negotiating Committee shall consist of the Council President and Secretary-Treasurer and one representative chosen from each of the districts established for that purpose.

Section 2. At each regular Convention, the delegates and the Council Vice-Presidents from the Locals in each district shall elect their representative on the Negotiating Committee.

The Boundaries of the districts as established by the 1937 Convention may be changed at any regular Convention.

Section 3. Salary expenses and transportation of members of the negotiating committee for attending Joint Board meetings shall be paid by the Council on the same basis as that used in paying the President and Secretary-Treasurer.

Section 4. It shall be the purpose of the Negotiating Committee acting under recommendations from the membership, to negotiate industry-wide

Respondents' Exhibit No. 8—(Continued)

working agreements. The Negotiating Committee shall also meet with representatives of the employer when such conference may aid in the solution of problems affecting the welfare of the shingle industry.

Section 5. The date of the regular annual meeting of the Joint Board for the purpose of revising the Working Agreement shall be set by agreement of the Joint Board. Rules for calling special meetings of the Joint Board shall be included in the Working Agreement.

Section 6. When a tentative agreement has been reached by the Joint Board, it shall be placed before the Council Executive Board, which shall either refer it back to the Joint Board for revision, or submit it to the membership for ratification. In the latter case, copies of the tentative agreement shall be sent to each Local together with printed ballots, by the Council Secretary as soon as possible.

Such agreements must be accepted or rejected in their entirety by the membership. Each Local shall, within fifteen days after receipt of the agreement, send in its tabulated vote, together with ballots and stubs, to the Council office to be recounted by a committee appointed by the Council President. The Secretary shall immediately thereafter notify the Locals the number of votes for and against the agreement by each Local.

If the agreement is rejected by the membership, it shall automatically go back to the negotiating committee for further negotiations.

Respondents' Exhibit No. 8—(Continued)

If an agreement that is acceptable to the membership cannot be reached, or if the manufacturer refuses to meet with the Negotiating Committee, the Council Executive Board shall make such recommendations to the membership as they see fit.

Section 7. When a member of the Negotiating Committee leaves the industry or resigns from the Committee, he shall notify the Council office. The President shall have the power to appoint an alternate member to the Committee when no alternate has been elected or the alternate refuses to serve.

Article VIII.—Resolutions

Section 1. Between Conventions, any affiliated Local may have a resolution passed by it, placed before the membership of the Council by sending a copy of such resolution to the Council Secretary, who in turn shall send copies of it to the affiliated Locals. The Locals shall notify the Council Secretary of their action on such resolutions within forty-five days. The resolution shall become immediately effective if approved by a majority of the affiliated Locals except that any such resolution which, in the opinion of the Council President is an amendment to the Constitution and By-Laws, shall require a two-thirds majority vote of the members present in each of the affiliated Locals. The Locals shall notify the Council Secretary of their action on such resolution within 45 days.

Article IX.—Revenue

Section 1. The funds of this organization shall be derived from a per capita tax to be paid monthly

Respondents' Exhibit No. 8—(Continued)

by the affiliated Local Unions and shall be due and payable on the first day of each month. Changes in the amount of per capita tax may be made by the Convention or Executive Board, but shall be referred to the Local Unions for approval.

Section 2. Any Local Union owing two months' per capita tax shall be notified by mail by the Council Secretary; and when owing three months' per capita tax shall be automatically suspended until all arrearages are paid, and shall not be entitled to a delegate in any meeting of the Council except by two-thirds majority vote of the delegates present at such meeting.

Section 3. The liability of the Union for the payment of strike benefits shall be limited to the special funds collected for this purpose.

Section 4. All assessments due must be paid before Dues, regardless of what month Dues are being paid for.

Section 5. Local Unions shall pay per capita tax on all members working on permits.

Article X.—Salaries of Officers

Section 1. For the faithful performance of their duties, the Council President and Secretary-Treasurer shall receive \$250 per month plus \$10 per day expenses when traveling away from home, plus transportation; seven and one-half ($7\frac{1}{2}$ c) cents per mile when automobile is used; otherwise first-class transportation. In addition they shall receive all industry-wide increases as of November 1, 1945,

Respondents' Exhibit No. 8—(Continued)
based on the six-hour day and 26 days per month.

Section 2. Compensation of the President and the Secretary-Treasurer for the performance of the duties in connection with their office shall come exclusively from the Shingle Weavers' Unions.

Section 3. Salaries, expenses and transportation of Council Vice-Presidents when attending Council Executive Board meetings, shall be paid by the Council on the same basis as that used in paying the President and Secretary-Treasurer. Salary and expenses of organizers who may be employed by the District Council, after being authorized to do so by the membership, shall be on the same basis as that used in paying the President and Secretary-Treasurer.

Section 4. In any case where a man loses his overtime pay on his regular job, due to work connected with the District Council, this work for the District Council shall be paid at rate and one-half of the regular pay of the Council Officers.

Article XI.—Secret Ballot

Section 1. Members shall be permitted to vote on the job by secret ballot if the mill is in operation, on the following questions: Election of Council Officers; industry-wide changes in wage rates . . . hours of labor . . . working conditions . . . working agreements . . . strikes . . . and settlement of strikes. Local Unions shall tabulate their own ballots before sending same to the Council Secretary, where they will be rechecked by a committee appointed by the President.

Respondents' Exhibit No. 8—(Continued)

Members working in a district temporarily shall sign the ballot stub, which shall in turn be mailed to his home Local Union by the Local Secretary.

All questions voted on in the above manner shall be decided by the majority vote cast.

Article XII.—Union Label

Rules governing the issuance and use of the Union Label shall be drawn up by the Council Executive Board.

All applications for the Union Label shall be made through the offices of the District Council. The Local Unions shall bear the expense of supplying the Union Labels, stamps, dies, stencils, etc., used in their districts.

Section 1. Any Local Union of the District Council failing to supply the necessary stamps and supplies which are required in each mill for the application of the Union Label shall within a reasonable length of time be called upon to stand trial before the Executive Board of the District Council and if found guilty shall be subject to such penalty as recommended by the Executive Board.

Section 2. Any member working in a plant where the Union Label is not being applied will be working unfair and subject to such fine as prescribed by the Laws of the Washington-Oregon Shingle Weavers' District Council.

Article XIII.—Affiliations

The Shingle Weavers' Unions shall not have affiliations with any organizations, except the Parent

Respondents' Exhibit No. 8—(Continued)
body, Washington-Oregon Shingle Weavers' District Council, State Federation of Labor, and Central Labor Unions, without the following clause forming an integral part of the terms of those affiliations:

"It is agreed by all parties concerned that the Shingle Weavers shall at all times retain within their own District Council and affiliated Locals, complete trade autonomy and control of their own affairs. This shall include the right to establish their own working rules, to negotiate, establish, and terminate working agreements with the operators, and to work under the same."

Article XIV.—Trials

Every member of the Washington-Oregon Shingle Weavers' District Council shall have the right to a fair and impartial trial in accord with Constitution and Laws of the Brotherhood.

Article XV.—Local Unions

Section 1. Application for charters for newly formed Local Unions shall be submitted to the Executive Board or the Convention and, if approved, appropriate recommendations shall be made to the Brotherhood.

When a Local Union ceases to function for the good of the Union, or wishes to consolidate with another Local Union, it shall be the duty of the District Council to take such action as is necessary to protect and safeguard the interest of the membership of the entire Union. Should the question

Respondents' Exhibit No. 8—(Continued)

of consolidation be involved, the Council shall hold or cause to be held an open hearing in the district of the Local Union to be dissolved, and shall give every consideration to the welfare of the members in said district, as well as the Union as a whole. The decision of the Council shall be final, subject to approval of the membership.

Section 2. Working Rules and By-Laws of Local Unions shall not conflict with, or be inconsistent with the Constitution and Laws of the Washington-Oregon Shingle Weavers' District Council or the United Brotherhood of Carpenters and Joiners.

Section 3. Working Rules and By-Laws of affiliated Local Unions shall be as nearly uniform as possible.

Section 4. A dispute between Locals that cannot be amicably settled by the Locals involved, or by the President, shall be referred to the Council Executive Board for settlement. Either party to the dispute may appeal the decision of the Board to the Convention.

Section 5. It is the duty of all Financial Secretaries to return stubs immediately upon acceptance of transfer to the Local that issued same.

Application for membership shall be made by permit men within thirty days from date of permit.

Section 6. A member owing a local a sum equal to six months' dues shall have his name stricken from the list of membership without a vote of the Local Union. If desiring to rejoin the Brotherhood,

Respondents' Exhibit No. 8—(Continued)

he may be re-admitted only as a new member. The Local Union re-admitting the ex-member shall collect from him an additional sum equal to six months' dues plus any fines and assessments owed at the time he was dropped from membership in the Brotherhood and the same shall be forwarded to the Local Union of which he was formerly a member.

Members one month in arrears shall pay a fine of one dollar.

Members two months in arrears shall pay a fine of four dollars.

Members three months in arrears shall pay a fine of nine dollars.

The foregoing fines shall not apply in cases where members have been employed in the industry for less than thirteen (13) days during any month for which fines would otherwise be due, because of illness or due to inability to secure employment, nor shall the foregoing fines apply in extreme cases where the imposition of same would result in extreme injustice. Members claiming exemption from such fine shall furnish satisfactory proof of eligibility and said claims shall be acted upon by the Local Union at the next regular meeting.

Names of members who have been dropped from membership rolls for non-payment of dues, or upon whom fines have been placed shall, upon authorization by the Local Union, be published in the Shingle Weaver.

Respondents' Exhibit No. 8—(Continued)

Section 7. Any member quitting employment in the shingle industry or accepting employment which makes him ineligible for membership, but which is not in violation of the Trade Rules of this Union, may resign from the Union upon the following conditions: The resignation must be presented in writing, giving reasons for the request, to be voted upon by the Local.

No member shall be granted a Withdrawal Card on the grounds that his status as a member has been changed, or will be, through his participation in the purchase or lease of a shingle mill, or a business agreement with a shingle mill, until the terms of such transaction have been approved by the Local. Such terms must be of such nature that the member can and will give a guarantee that he will continue to be governed by the Trade Rules and Working Agreement of the Union.

The applicant shall pay all fines, dues, and assessments up to date and the additional sum of fifty cents.

Under these conditions and with a favorable vote of the Local he shall be issued a Withdrawal Card.

Only regular Brotherhood Withdrawal Cards shall be used; a member holding a Withdrawal Card can be readmitted only as a new member in accordance with the Brotherhood Laws. Section 47, A and B.

Section 8. An acceptance fee of \$100.00 shall

Respondents' Exhibit No. 8—(Continued)
be placed on all non-union Shingle Weavers coming from all foreign countries, until the workers in those countries have secured hours, wages, and working conditions equal to those prevailing within the jurisdiction of the Washington-Oregon Shingle Weavers' District Council.

Section 9. Any member working unfair shall be subject to a minimum fine of \$100.00.

Section 10. Local Secretaries shall report to the Council Office within forty-five days the action taken by their Local on all matters pertaining to Council affairs, and it shall be the duty of the Council Vice-President to see that this article is carried out except as provided in Article VIII, Section 1.

Section 11. A member who desires to work in another jurisdiction from which he would return home daily, or who does not desire to transfer his membership, shall, before going to work, secure a Working Permit in writing from the Local Union or District Council in whose jurisdiction he may go to work.

Section 12. All dues and money sent from one Local to another shall be sent to the Financial Secretary. The Financial Secretaries' names and addresses shall be printed in the Shingle Weaver paper regularly.

Section 13. Financial Secretaries who do not fully understand all of the duties of their office,

Respondents' Exhibit No. 8—(Continued)

shall notify the Council President of this fact. The Council President shall use the powers granted him under the Constitution and By-Laws in making arrangements to provide proper instructions for Financial Secretaries in cases of this kind. When one or more Financial Secretary is called into conference for instructions in regard to the duties of Financial Secretaries, the wages and expenses of all Financial Secretaries so called shall be paid by the District Council on the same basis as that used in paying the Council President and Council Secretary-Treasurer.

Section 14. Any member in good standing in his Local Union may be issued a permit by a vote of his Local (good only in the jurisdiction of his Local Union) to learn any of the skilled branches whenever the opportunity presents itself.

Section 15. The initiation fee shall be \$10.00 plus one current month's dues in all locals except members entering on withdrawal cards, whose initiation fee shall be \$5.00 plus one current month's dues, except in those cases where the applicant for membership has committed an offense against the Shingle Weavers' Union.

Each case shall be considered in the light of the evidence presented and any special initiation fee shall not exceed Fifty Dollars (\$50.00).

Section 16. Where no extra men are available, men shall be allowed to trade shifts, providing that eight hours have elapsed between said shifts.

Respondents' Exhibit No. 8—(Continued)

Section 17. It is the duty of all Financial Secretaries to see that all per capita tax and assessments due to the Washington-Oregon Shingle Weavers' District Council, Carpenters and Joiners and all other per capita and assessments shall be paid after the first of each month and every month. Per capita tax shall be paid each and every month on the members in good standing.

Section 18. The Council Secretary shall notify all Financial Secretaries of all assessments levied for the Council to the amount and month. It is the duty of all Financial Secretaries to fill out a complete report to the Council office on forms issued by the Secretary of the Washington-Oregon Shingle Weavers' District Council.

Section 19. Internal disputes in Local Unions not covered by the Constitution and By-Laws of the District Council, must be brought before the Local Union where the dispute originates before being brought to the District Council.

Section 20. Any dispute between members of a crew will not be taken up by members of the District Council for settlement until so ordered by the Local Union who has jurisdiction over the men in that plant.

Article XVI.—Working Rules

No material shall be published in the "Shingle Weaver" which wilfully impugns the character of, or slanders any member of the Union.

Respondents' Exhibit No. 8—(Continued)

Section 1. There may be established a Local employment clearance agency by each of the affiliated Local Unions to furnish reliable Union help when available.

Section 2. Any Local Union that exhausts its supply of Union men cannot break in or take into their Local Unions non-union men until the supply of Union men from affiliated Local Unions has been exhausted; provided, however, a working clearance card may be issued to non-union persons from day to day until the supply of available men has been exhausted.

Section 3. Any member accepting employment without clearing, under rules established by the Local Union having jurisdiction, through the clearing agency of said Local Union, shall be subject to removal by the mill Steward or other Local officer, and subject to fine after trial by said Local Union. Any person found guilty of the above offense is subject to a fine of not more than \$10.00 for the first offense.

Section 4. No member can work for hire on another full-time job in addition to his regular job.

Section 5. A member's twenty-four hour period begins when his shift starts.

Section 6. Men may be allowed to work overtime until another man is available, providing they are paid time and one-half. This practice to be followed only in case of an emergency.

Respondents' Exhibit No. 8—(Continued)

Section 7. The scale for Jumbo Grades of shingles to be not less than ten cents per square additional for both sawing and packing. Packed 12 courses to the bunch, six bunches to the square. Any shingle thicker than Standard Grade shall be classified as Jumbo shingle.

Section 8. Any member of the Shingle Weavers' Union who allows a non-skilled member or non-member who has not been issued the proper permit to break into the skilled or semi-skilled brackets in which he is employed, shall after trial and conviction be fined not less than ten dollars for the first offense and not less than twenty-five dollars for the second offense.

Section 9. That all Locals instruct their members to refuse to take a medical examination as a condition of employment.

Section 10. The scale for sawing the so-called special pack which requires not more than three shingles to the course, shall be not less than two cents additional for No. 1's, No. 2's and No. 3's. Not less than ten cents per square additional shall be paid for splints. The scale for packing shall be not less than two cents per square additional for all grades. Not less than ten cents additional for splints.

Section 11. Not less than four cents additional per square shall be paid for splitting band sticks.

Section 12. Where there is no fixed bin, the scale is not less than five cents additional for saw-

Respondents' Exhibit No. 8—(Continued)
ing and not less than five cents additional for packing.

Section 13. Proper wage adjustment above the regular scale shall be made for any deviation from the regular pack.

Section 14. The wage for sawing and packing fir shingles has been established at five cents per square above the regular rate in each classification, with proportionate increases in all other brackets.

Section 15. All over three (3) packing bins in a mill shall be considered a "Local problem" and dealt with accordingly.

Section 16. It is understood that regular extra men shall have job rights the same as regular assigned men.

Section 17. Men who leave the industry will lose all job rights, as they cannot hold two jobs. This does not apply to men entering the armed forces during a period when the U.S.A. is at war or being drafted during peace time.

Section 18. All members shall insist upon payment of wages according to the following schedule:

All wages earned during the first half of any calendar month shall be paid in full, either in cash or by check which is immediately negotiable at full value, not later than the 25th day of the same month. All wages earned in the second half of any calendar

Respondents' Exhibit No. 8—(Continued)
month shall be paid, in the same manner as above, not later than the 10th day of the following month. Deductions for the usual state and federal taxes, medical contracts, group insurance, and Union dues may be made.

No members either individually or collectively, shall enter into any agreement, either verbal or written, with their employer or with each other, by which the said members do not receive full cash payment for all wages earned according to the above paragraph without said agreement being approved by their Local and by the Council officers.

In the absence of any such approved agreement, should any mill fail to pay the wages due according to the above schedule, it shall be the duty of the members employed in said plant, or their Union representative, to immediately report such occurrence to their Local, which shall immediately take all necessary steps to enforce the payment of said wages as prescribed above.

Any member violating the above rule or its intent shall be subject to such penalty as his Local may see fit to inflict.

In case any Local does not properly enforce this rule, it shall be the duty of the Council President to see that it is properly enforced. If necessary, he shall call in the Executive Board of the Council and the Local Executive Board. Final decision in the matter shall be by the Council Executive Board.

Respondents' Exhibit No. 8—(Continued)

Section 19. Any member who is an owner of an interest in a lease, or share of stock in any mill, and when working in the shingle industry in any other plant than the one he has an interest in, shall be permitted to vote on election of Local and Council Officers, but not eligible to hold office.

Section 20. All men working at jobs which ordinarily come under the jurisdiction of this Union, regardless of whether or not they are participants in the ownership of the plant or the business agreement under which it is operated, shall be classified as employees. If the purchase of the plant by the crew is involved, no part of any member's wages earned shall be deducted except for the purchase of stock in the plant in which he is employed. No deductions from his wages shall be applied to the operation and maintenance expense of the plant. The total deduction from the wages of those employees who are purchasing an interest in the operation shall not exceed ten cents per square, based on the total mill cut per day.

If less than 100 per cent of the employees are co-partners, the deductions shall not be more than their percentage would be if 100 per cent of the crew were co-partners.

The purchase price of said plant must be based on the fair market value of said mill, and the sale must be a bona fide sale of the plant and/or site.

Section 21. The following interpretation of

Respondents' Exhibit No. 8—(Continued)

"hours worked" shall be observed by all members: Time worked is that time during which an employee is on duty, and is either performing or is holding himself ready to perform work which is, by common understanding, a part of his job.

Section 22. The regular starting and stopping time shall be observed by all members, except that, with the consent of the Union and under circumstances which make it otherwise impossible to maintain efficient and continuance production, certain employes may be permitted to begin their shifts and take their lunch periods regularly at times other than the regular shift starting and stopping times; however, if such employees have a regular starting time which is less than two hours in advance of the regular mill starting time, they shall not be required to leave duty until the end of the regular shift.

Section 23. The regular hours of labor shall not exceed six hours, broken by a lunch period of not to exceed sixty (60) minutes, except as otherwise provided in the Agreement.

Section 24. All time worked before an employee's regular starting time, during his regular lunch period and after his regular stopping time shall be paid for at time and one-half except as otherwise provided in the Agreement.

Section 25. The Financial Secretaries, when issuing receipts for money accepted, shall clearly

Respondents' Exhibit No. 8—(Continued) show on the receipt whether money is for initiation fee, dues and month paid for, fines, assessments, working permits, etc.

Section 26. All Locals shall see that all Agreements are signed, one for the Local Union, one for the operator, one for the General Office (District Council), and one signed copy shall be posted in the mill within thirty days after Agreements are received, and the Council Vice-President in each district shall see that this rule is enforced.

Where provisions of this Constitution and By-Laws are in conflict with the current Agreement, the provisions of the Agreement shall prevail.

It is understand that this Constitution and By-Laws as amended having been ratified by the membership shall become immediately effective and supersede all Legislation previously passed.

Approved as amended January, 1951.

198 *National Labor Relations Board vs.*
RESPONDENTS' EXHIBIT No. 9
(Received in Evidence March 24, 1952)

Everett Shingle Weavers Union
Local 2580
Labor Temple, Everett, Washington

UNION LABEL CONDITIONS

It is hereby understood that in granting the use of the Label of the United Brotherhood of Carpenters and Joiners of America, that the Label shall at all times remain the property of the United Brotherhood of Carpenters and Joiners of America, and may be recalled at any time that it is being used to the disadvantage of the members of the organization.

It is understood that the Label is under the supervision of Shingle Weavers Local Union 2580, a chartered body of the United Brotherhood of Carpenters and Joiners of America.

Date: 2/10/51.

/s/ SOUND SHINGLE CO.,
Name of firm

/s/ By JACK BUTTERS

199

WILLIAM FRANCIS MILLER

R-X-10
MARYSVILLE, WASHINGTON
SOUND SHINGLE CO.



100% Edge-grain 100% All Clear 100% Heartwood

THESE SHINGLES ARE GUARANTEED TO MEET ALL THE QUALITY
REQUIREMENTS OF COMMERCIAL STANDARD C. S. 31-38 FOR RED
CEDAR SHINGLES AS ISSUED BY U. S. DEPARTMENT OF COMMERCE,
WASHINGTON, D. C.

LITMO IN U.S.A.

RED CEDAR SHINGLE BUREAU



CERTIGRADE
Red Cedar
SHINGLES

18" - 5 2 1/2"

NATIONAL LABOR RELATIONS BOARD

Docket No. 14-CC-42, OFFICIAL EXHIBIT NO. R-10

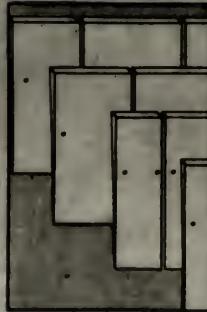
Disposition { Identified _____
 Received _____
 Rejected X _____

In the matter of WN-OA Shingle Builders

Date 4-24-52 Witness J. W. F. Miller

No. Pages /

200



See diagram.
Should not be in alignment
gives) in three successive courses
(that is, spacing between shin-
be spaced 1/4" apart. Joints
shingles, 5 1/2".

EXPOSURE—On roofs of
quarter-pitch and steeper, 16-
inch shingles should be exposed
3" to the weather, 18-inch
shingles, 5 1/2".

NAILS—Only two rust-proof nails should be driven
into any shingle regardless of its width. Nails should
be located about one-half inch from each edge of shin-
gle and about one inch above the butt line of the over-
lappling shingle.

CALUTION: The life of a roof depends upon proper
application. Follow these rules:

5510 White Building Seattle 1, Washington
RED CEDAR SHINGLE BUREAU

FREE by sending this label with name and address to
Architects may have a copy ABSOLUTELY
free and dealers, Carpenters, Contractors,
the only book of its kind. Dealers, Carpenters, Contractors,
of Cedargrade Shingles is to be found in our Handbook.
One hundred pages of information on the application

The Handbook FREE

NATIONAL LABOR RELATIONS BOARD

Docket No. 19-CC-42 OFFICIAL EXHIBIT NO. R-10

Disposition	<input type="checkbox"/> Identified _____
	<input type="checkbox"/> Received _____
	<input checked="" type="checkbox"/> Rejected X _____

In the matter of W.N. & Shingle Weavers

Date 4-24-52 Witness Walter W. Miller

No. Pages /

RESPONDENTS' EXHIBIT No. 11
(Received in Evidence March 25, 1952)

United States of America

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No. 475

State of Washington

Office of the Secretary of State

I, Sam H. Nichols, Secretary of State of the State of Washington, do hereby certify that an application for registration of the Trade Mark Union Label (on manufactured woodenware) from United Brotherhood of Carpenters and Joiners of America of Indianapolis, Ind., was, on the 6th day of August, A.D. 1903, filed for record in this office and recorded in Book 2, Trade Mark Register, at page 288.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the State of Washington. Done at Olympia, this 25th day of August, A.D. 1903.

/s/ SAM H. NICHOLS,
Secretary of State

RESPONDENTS' EXHIBIT No. 12
(Received in Evidence March 24, 1952)

SUBPENA DUCES TECUM

United States of America
National Labor Relations Board

To John E. Martin:

You are hereby required to appear before The Honorable Wallace Royster, Trial Examiner of the

Respondents' Exhibit No. 12—(Continued)

National Labor Relations Board, at 407 U. S. Court House in the City of Seattle on the 25 day of April, 1952, at 2 o'clock of that day, to testify in Case No. 19-CC-42.

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

All of the documents, invoices, shipping records and labels pertaining to the processing and shipping operations with respect to the carload of shingles received from North Shore Shingle Co., Ltd., on or about Jan. 14-52; and any and all labels of North Shore used or to be used in connection with the transaction herein referred to.

Fail not at your peril.

In testimony whereof, the seal of the National Labor Relations Board is affixed hereto, and the undersigned, a member of said National Labor Relations Board, has hereunto set his hand at Seattle, Wash., this 25th day of April, 1952.

/s/ JOHN M. HOUSTON

Notice to Witness: If claim is made for witness fee or mileage, this subpoena should accompany voucher.

[Title of Board and Cause.]

INTERMEDIATE REPORT AND RECOMMENDED ORDER

Mr. James V. Constantine, Washington, D. C., for the General Counsel.

Messrs. George E. Flood, of Seattle, Wash., Francis X. Ward, Indianapolis, Ind., for the Respondents.

Miss Mary Ellen Krug, of Seattle, Wash., for the Employer.

Before: Wallace E. Royster, Trial Examiner.

Statement of the Case

Upon charges duly filed by John E. Martin, one of the partners doing business as Sound Shingle Co., herein called the Employer, against Washington-Oregon Shingle Weavers' District Council, and Everett Local 2580 Shingle Weavers Union, herein called Respondents, the General Counsel of the National Labor Relations Board issued his complaint dated April 9, 1952, alleging that Respondents, and each of them, had engaged in and were engaging in unfair labor practices within the meaning of Section 8 (b) (4) (A) and Section 2 (6) and (7) of the National Labor Relations Act, as amended, 61 Stat. 136, herein called the Act.

In respect to unfair labor practices, the complaint alleges in substance that since on or about January 11, 1952, the Respondents, and each of them, have induced and encouraged employees of the Employer to engage in a strike or a concerted refusal in the

course of employment to use, manufacture, process, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services for the Employer, an object thereof being to force or require the Employer to cease using, handling, or otherwise dealing in the products of North Shore Shingle Company, Ltd., a Canadian corporation, and to cease doing business with that corporation.

In a joint answer, filed April 17, 1952, Respondents denied the commission of unfair labor practices.

Pursuant to notice, a hearing was held before the undersigned Trial Examiner in Seattle, Washington, on April 24 and 25, 1952. The General Counsel, the Employer, and the Respondents were represented by counsel, participated in the hearing, and were afforded full opportunity to examine and cross-examine witnesses, and to introduce evidence relevant to the issues. The General Counsel argued on the record, and briefs have been received from counsel for the Employer and counsel for the Respondents.

Upon the basis of the entire record in the case and from my observation of the witnesses, I make the following:

Findings of Fact

I. The business of the Employer

The Employer at all times material to this proceeding has been engaged at Marysville, Washington, in the business of manufacturing and processing shingles and shakes. During the year 1951

the Employer manufactured, processed, and then shipped from its plant to states and territories of the United States, other than the State of Washington, products valued in excess of \$42,000.

II. The Respondents

Washington-Oregon Shingle Weavers' District Council, and its constituent, Everett Local 2580 Shingle Weavers Union, are both affiliated with the United Brotherhood of Carpenters and Joiners of America and with the American Federation of Labor. Both are labor organizations, as defined in Section 2 (5) of the Act.

III. The Canadian corporation

North Shore Shingle Company, Ltd., herein called North Shore, is a Canadian corporation located in Vancouver, British Columbia, Canada, where it is engaged in the manufacture and sale of shingles.

IV. The unfair labor practices

The Employer began operation of shingle and shake plants in Marysville, Washington, in January 1951. In the same month one of the partners, John E. Martin, was told by O. M. Sarrett, a representative of the Respondent District Council that Martin would not be permitted to use Canadian shingles in his operations and that an attempt to do so would result in the closing of the plant. This warning appears to have been an implementation of a policy of the District Council earlier announced in its official monthly publication, the "Shingle Weaver." The policy as there set forth is to eliminate all "unfair Canadian or other non-union"

shingles from United States markets. On February 2, 1951, the Employer entered into a collective bargaining contract with the Respondents in respect to the Marysville operation. Thereafter, until January 11, 1952, operations continued without incident of interest here. On the latter date, the Employer's shingle mill having been closed for some period, a carload of shingles from North Shore arrived at the Employer's siding. Jack Butters, the Employer's superintendent, and other employees, among them John A. Martin, Respondents' shop steward in the shake plant, opened the car and observed that the shingles bore no union label. Walter Nelson, an employee, testified that Steward Martin remarked "they are B. C. [British Columbia] shingles and we won't do nothing with them. We will let them sit there." Steward Martin testified that it was the understanding of all union members that they would not work on unfair products, that is products not bearing a union label. There being no material on which the crew could work other than the shingles from North Shore, the men left the plant. The shake plant has not operated since that date.

Learning of this development, John E. Martin arranged a conference with Arthur Brown, president of the District Council. Before the conference took place, however, another representative of the Council, O. M. Sarrett arrived at the plant. Martin asked Sarratt why he was not permitted to use Canadian shingles. Sarratt brought in one Baker, whom he introduced as a member of the District Council from Oregon, to answer the question. Baker explained,

according to Martin's credited and uncontradicted testimony, that Canadian shingles were unfair in that the workers in the shingle mills there did not enjoy the same wages, hours, and working conditions as employees in the United States, and until such time as these conditions were equalized the District Council would oppose the use of Canadian shingles anywhere in the United States. Martin asserted that the shingles which were on his siding were manufactured by North Shore under a collective bargaining agreement with a CIO union and that several mills in Canada had contracts with the same International with which the District Council and the Everett Local were affiliated. Sarratt answered, still according to the credited testimony of Martin, that it made no difference: that the Canadian employers did not have a contract with the District Council and did not pay the same wages or operate the same hours as in the States. Sarrett went on to say, "We have been working on them for quite some time to get their standard up to ours and until such time as we, we can get the mills to sign a contract with us and agree to the same wages, hours and working conditions we absolutely won't allow you to run them."

On Monday, January 14, Brown came to the plant and brought with him Glen Uttley, president of Local 2580, and Steward Martin. John E. Martin testified, credibly and without contradiction, that he told Brown he wished to get the shake plant running. Brown answered that the only way he could do so was to process his own shingles or to buy

those made in the United States; that he would never allow Martin to process Canadian shingles. Brown went on to say that if Martin intended using Canadian shingles he had better move his plant elsewhere as he would never be permitted to work on them in Marysville. Brown asserted that he had been trying to organize the Canadian mills in an attempt to establish the same wages, hours, and working conditions that existed in the States and mentioned that he was at the point of success in this campaign with one Canadian manufacturer who was eager to find a market for his product in California. When John E. Martin asked if Brown was calling the men off the job, Brown at first answered that he was not; that the men merely refused to work on Canadian shingles. At this point Martin turned to Shop Steward Martin and asked if that were so. Steward Martin, turning to Brown, said, "The reason that we refuse to work on Canadian shingles is because you ordered us not." Brown then said, "Well, O.K. For the record, let us have it that way. We absolutely won't allow your boys here to work on Canadian shingles." The Shingle Weaver, in January of 1952, under the by-line of Brown, carried an article reasserting the determination of the District to keep Canadian shingles out until such time as the same wages, hours, and working conditions existing in the Washington-Oregon area were established above the border.

Elwin Rosenbach testified that around February 1, 1952, he and Joe Bockwinkel, both of whom until January 11, had been employed in the shake plant,

spoke to Art Brown about going back to work for the Employer. According to Rosenbach, Brown said that he could not stop them from doing so, but as the Employer was using unfair shingles the men would find themselves on a black list.

The incidents, actions, and statements reviewed above find no substantial dispute in the record and are credited.¹ Counsel for the Respondents asserts, however, that the only dispute was with the Employer and that North Shore or any other Canadian employer or manufacturer were strangers to any controversy that existed. It is argued in behalf of Respondents: First, that the employees of the Employer left their work voluntarily and without suggestion from Respondents because union men traditionally refuse, as a matter of principle, to work on materials not produced by union labor. Even if it is established, goes the argument, that the Respondents induced or encouraged the men to leave their work, it was not accomplished by threats of reprisal or promise of benefits, and thus finds protection in Section 8 (c) of the Act. The argument is made that the Employer was attempting to pawn off shingles manufactured under nonunion conditions as union made. It is asserted that had the men remained at work, the shingles would have been

¹ Of course what representatives of Respondents said to the Employer is of interest here as shedding light on motivation and control. To the extent that it was part of an effort to persuade the Employer to cease doing business with North Shore, no unfair labor practice is involved.

shipped from the Employer's plant bearing the union label. Finally, it is said, the collective bargaining agreement contemplates that Respondents' members will not be required to work on "unfair" products.

The facts as stated indicate a *prima facie* violation of the Act as alleged, and I do not find merit in the defenses interposed. It can hardly be doubted under the evidence that the employees left their work on January 11 in response to instruction, inducement, or encouragement by the Respondents. It was then and perhaps still is the policy of the Respondents to refuse to work on shingles of Canadian manufacture. That this policy was announced in phrases not readily to be characterized as threats of reprisal or promises of benefit, does not place them beyond consideration because of Section 8 (c). As the Court said in *International Brotherhood of Electrical Workers, Local 105 vs. N.L.R.B.*, 341 U.S. 694, "The words 'induce and encourage' are broad enough to include in them every form of influence and persuasion. There is no legislative history to justify an interpretation that Congress by those terms has limited its proscription of secondary boycotting to cases where the means of inducement or encouragement amounted to a 'threat of reprisal or force or promise of benefit.' Such an interpretation would give more significance to the means used than to the end sought." Nor do I find it possible to agree under the evidence that the Respondents had no dispute with North Shore or other Canadian manufacturers of shingles. They said that they had

and asserted that their members would not work on Canadian shingles until such time as they were successful in establishing comparable wages and other conditions of employment in the Canadian mills. I suppose it is possible that the Respondents were speaking in this connection with tongue in cheek; that no matter what working conditions might be secured for employees in Canadian mills, the Respondents would still oppose the processing of the Canadian product by mills in the Washington-Oregon area. But no such conclusion is supported by any evidence in this record. I find the case here to be decided distinguishable from the holding of the District Court in *Douds vs. Sheet Metal Workers' Union*, U. S. District Court, Eastern District of New York, 29 LRRM 2084. It is urged that the collective bargaining agreement between the Employer and the Respondents provides, in effect, that the employees are privileged collectively to refuse to work on "unfair" products. But Article VI, Paragraph (c), of that agreement, which is cited as pertinent in this connection, would seem to be a restriction upon Respondents to prevent them from characterizing a product as unfair if it had been produced under "fair" conditions. Thus, I find no agreement between the Respondents and the Employer permitting the former to instruct its members not to work on products not bearing Respondents' label. The decision in *Conway's Express vs. N.L.R.B.*, 29 LRRM 2617, would thus appear to have no particular relevance here.

At the hearing and in its brief, the Respondents

assert that in some fashion abuse of their label was threatened by the Employer. There is not the slightest evidence that this constituted in any way the cause or one of the causes for the strike. On February 10, 1951, the Employer agreed, in writing, that the label should at all times remain the property of Respondents and could be recalled at any time that it was being used to their disadvantage. So far as this record shows, no attempt to recall it has been made.

It is found that the strike in the plant of the Employer, beginning on January 11, 1952, and still in effect at the time of the hearing, had as an object forcing or requiring the Employer to cease using, handling, or otherwise dealing in the products of North Shore or other Canadian shingle manufacturers, and to cease doing business with such Canadian enterprises. That the Respondents may have had other and legitimate objects (not apparent in this record) provides no defense. I find that by inducing and encouraging the employees of Sound Shingle Co. to engage in the strike of January 11, 1952, Respondents violated Section 8(b) (4) (A) of the Act.

V. The effect of the unfair labor practices upon commerce

The activities of Respondents, set forth in Section IV, above, occurring in connection with the operations of the Employer, described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and Territories of the United States

and tend to lead to and have led to labor disputes burdening and obstructing commerce and the free flow of commerce.

VI. The remedy

Having found that the Respondents have violated Section 8 (b) (4) (A) of the Act, it will be recommended that they cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, I make the following:

Conclusions of Law

1. Washington-Oregon Shingle Weavers' District Council, chartered by the United Brotherhood of Carpenters and Joiners of America, affiliated with the American Federation of Labor and Everett Local 2580 Shingle Weavers Union, United Brotherhood of Carpenters and Joiners of America, A. F. of L., are labor organizations within the meaning of Section 2 (5) of the Act.

2. By inducing and encouraging employees of Sound Shingle Co. to refuse in the course of their employment to perform work for their Employer, an object thereof being to force and require Sound Shingle Co. to cease doing business with North Shore Shingle Company, Ltd., and other Canadian shingle manufacturers, the Respondents have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (b) (4) (A) of the Act.

3. The aforesaid unfair labor practices are unfair

labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

Recommendations

Upon the basis of the above findings of fact and conclusions of law, I recommend that Washington-Oregon Shingle Weavers' District Council and Everett Local 2580 Shingle Weavers Union, the agents, successors, and assigns of each, shall:

1. Cease and desist from engaging in or inducing or encouraging their members to engage in a strike or a concerted refusal in the course of their employment to perform services for Sound Shingle Co. or any other employer where an object thereof is to require such employer or employers to cease doing business with North Shore Shingle Co., Ltd., or other Canadian shingle manufacturers.
2. Take the following affirmative action, which I find will effectuate the policies of the Act:

(a) Notify all members of Local 2580 that they are free to work for Sound Shingle Co. and that such employment will not prejudice their rights, privileges or standing in either Local 2580 or the District Council;

(b) Notify Sound Shingle Co. that it will not induce or encourage employees of that partnership to engage in a strike or a concerted refusal in the course of their employment to work upon or otherwise handle products of North Shore Shingle Company, Ltd., or other Canadian shingle manufacturers for the purpose of requiring Sound Shingle Co. to cease doing business with any Canadian shingle manufacturer;

(c) Post in conspicuous places at the business office of Local 2580 in Everett, Washington, where notices to members are customarily posted, and distribute for posting to all locals affiliated with the District Council, a copy of the notice attached hereto as Appendix A. Copies of the notice, to be furnished by the Regional Director for the Nineteenth Region, shall, after being signed by a representative of the District Council and one of Local 2580, be immediately posted and maintained for a period of sixty (60) days thereafter. Reasonable steps shall be taken by the Respondents to insure that the notices are not altered, defaced, or covered by other material;

(d) Notify the Regional Director for the Nineteenth Region (Seattle, Washington), in writing, within twenty (20) days from the receipt of this Intermediate Report and Recommended Order what steps the Respondents have taken to comply herewith.

It is also recommended that unless the Respondents and each of them shall within twenty (20) days from the date of receipt of this Intermediate Report and Recommended Order notify the said Regional Director, in writing, that each will comply with the foregoing recommendations, the Board issue an order requiring either or both Respondents to take the aforesaid action.

Dated this 21st day of May, 1952.

/s/ WALLACE E. ROYSTER,
Trial Examiner

APPENDIX A

Notice to all Members of Everett Local 2580 Shingle Weavers Union and to all Members of Constituent Locals of Washington-Oregon Shingle Weavers' District Council Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our members that:

We Will Not engage in or induce or encourage the employees of Sound Shingle Co., Marysville, Washington, or of any other employer, to engage in a strike or a concerted refusal in the course of their employment to perform services for such an employer where an object thereof is to require Sound Shingle Co., or any other employer, to cease doing business with North Shore Shingle Company, Ltd., or any other Canadian shingle manufacturer.

We Will Not for the above proscribed object interfere with the right of any member to work for Sound Shingle Co., if offered employment, and will not for that object prejudice the rights, privileges, and standing of any member in our organization.

**WASHINGTON-OREGON SHINGLE
WEAVERS' DISTRICT COUNCIL
EVERETT LOCAL 2580 SHINGLE
WEAVERS UNION**

Dated.....

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

[Title of Board and Cause.]

UNION RESPONDENTS' EXCEPTIONS TO INTERMEDIATE REPORT OF TRIAL EXAMINER

Counsel for respondents above named hereby excepts to the Intermediate Report of the Trial Examiner, dated the 21st day of May, 1952, in the above entitled proceeding in the following particulars:

Reference to Intermediate Report

Page 2, lines 45-49—1. To that portion of finding IV that John E. Martin, a member of Management, was told in January, 1951 by C. M. Sarret, a representative of the respondent District Council, that Martin would not be permitted to use Canadian shingles in his operations and that an attempt to do so would result in the closing of the plant, on the ground that the statement is incompetent, irrelevant and immaterial to the issue framed by the complaint and that statements of this character are protected activity under Sec. 8 (c) of the Act and are not competent, relevant or material to establish any violation of 8 (b) (4) (A) of the Act, as charged, and are mere hearsay.

Page 2, lines 49-54—2. To that portion of finding IV insofar as the Trial Examiner attempts to draw the conclusion that the statement of Martin, referred to in Exception 1, was an implementation of the policy of the District Council as announced in its official publication, "The Shingle Weaver", and particularly the conclusion of the Trial Examiner

that the policy of the respondents is to eliminate all "unfair Canadian or other non-union" from the United States markets, on ground that the finding, as framed, is incompetent, irrelevant and immaterial to establish any violation of Sec. 8 (b) (4) (A) of the Act, as charged, and on the further ground that the publications of union organizations for circulation to their own membership and to the public at large are protected concerted activity under Sec. 8 (c) of the Act and protected under the First Amendment to the Federal Constitution of the United States.

Page 2, lines 55-57—3. To that portion of finding IV which states that operations, until January 11, 1952, "continued without incident of interest here", on the ground that the record establishes without contradiction that until January 11, 1952 the employer's operation in the shake plant was confined to the processing of shakes from shingles that in all instances bore the union label. Respondents also except to the cited finding insofar as it fails to disclose that the Employer in the instant case did, shortly prior to the controversy herein, as a member of Management of another plant, known as Perma Products, Inc. plant, located at Chehalis, Washington, employ, use and attach to that plant's products, respondents' union label without any right or authority to do so and that respondents were compelled to take legal action against the Employer in that particular case in order to prevent the unlawful attachment of its label to non-union made shakes, and in order to prevent their being held out and

falsely represented as manufactured under conditions fair to respondent union.

Page 3, lines 10-35—4. To the findings set forth in the entire paragraph embraced within the lines 10-45 on the ground that the conversations therein referred to occurred after January 11, 1952, being the date when the individual employees refused to work on the shingles in question and, as such, are incompetent, irrelevant and immaterial to prove or establish any violation of 8 (b) (4) (A) of the Act and are protected under 8 (c) of the Act and the First Amendment to the Federal Constitution of the United States, and on the further ground that the conversations between representatives of labor union and management are not competent, relevant or material proof of a violation of 8 (b) (4) (A) of the Act.

Page 3, lines 36-58—5. To the finding embraced within lines 36-58 on the ground that the conversations therein referred to are not supported by the record except by the self-serving declaration of the complainant John E. Martin and is not corroborated by any other witness, and on the further ground that the conversations therein referred to occurred on January 14, 1952—three days after the work stoppage involved herein occurred and, therefore, incompetent, irrelevant and immaterial to establish any violation of 8 (b) (4) (A) of the Act as charged, and on the further ground that the conversations therein referred to constituted conversations between respondent unions and the employer in this case and therefore incompetent, irrelevant and im-

material to establish (even if credited) any violation of 8 (b) (4) (A) of the Act, and, further, that said conversations are protected concerted activity under 8 (c) of the Act and the First Amendment to the Federal Constitution of the United States.

Page 3, lines 58-62—6. To the finding embraced within lines 58-62 on the ground that there is no evidence that Arthur Brown wrote, ratified or approved any article written in "The Shingle Weaver" on January . . ., 1952 or that said article was published or distributed to any employees of the Sound Shingle Company prior to January 11, 1952, nor is there any evidence in the record to support the characterization of the Trial Examiner to the effect that The Shingle Weaver "carried an article reasserting the determination of the District to keep Canadian shingles out until such time as the same wages, hours, and working conditions existing in the Washington-Oregon area were established above the border."

Respondents further except to said finding on the ground that it is incompetent, irrelevant, and immaterial to establish any violation of 8 (b) (4) (A) of the Act as charged in the complaint, and on the further ground that such article would be protected concerted activity both under 8 (c) of the Act and under the First Amendment to the Federal Constitution of the United States.

Page 4, lines 1-7—7. To the entire finding contained in said paragraph embraced within the cited lines on the ground that the testimony of Elwin Rosenbach as to what occurred on February 1, 1952,

is incompetent, irrelevant and immaterial in that the conversations referred to occurred after the work stoppage herein involved, and on the further ground that said conversations are incompetent, irrelevant, and immaterial to establish any violation of 8 (b)(4) (A) of the Act and are necessarily protected concerted activity under 8 (c) of the Act.

Page 4, lines 8-27—8. To the finding embraced within lines 8-27 on the ground that the statements and assertions therein made are purely matters of argument and not properly findings of fact, and on the further ground that the findings and allegation therein that they are not disputed in the record is erroneous and is, in fact, disputed by the respondents, as is more particularized in respondents' exceptions to the record and their brief on file herein.

Page 4, lines 29-30—9. To the finding that "facts as stated indicate a prima facie violation of the Act as alleged, "on the ground that the facts, even as stated by the Examiner, do not establish a prima facie violation or any violation of any nature whatsoever by respondents of 8 (b) (4) (A) of the Act as charged.

Page 4, lines 30-33—10. To the finding that "It can hardly be doubted under the evidence that the employees left their work on January 11 in response to instruction, inducement, or encouragement by the Respondents", on the ground that there is no evidence in the record to support the conclusion of the Examiner as stated in said lines, and on the further ground that the conclusion is unsupported by a preponderance of substantial evidence in the case; and

that the facts clearly establish that four employees of the Sound Shingle Co.—each individually and spontaneously—refused to unload a car of shingles belonging to and owned by Sound Shingle because said shingles did not bear the union label.

Page 4, lines 33-34—11. To the finding that “It was then and perhaps still is the policy of the Respondents to refuse to work on shingles of Canadian manufacture.” on the ground that there is no evidence to support the assumption that the respondents have ever had such a policy, and on the further ground that any policy of the respondents with respect to this issue made or declared to their membership as a whole is protected concerted activity within the meaning of 8 (c) of the Act, and on the further ground that such policy is a right protected by the First Amendment to the Federal Constitution of the United States, and on the further ground that the presence or the absence of such policy is incompetent, irrelevant and immaterial to any issue framed by the complaint and is irrelevant and immaterial in the proof of any charge under 8 (b) (4) (A) of the Act, and the further ground that neither North Shore nor any other Canadian manufacturer is a party to this controversy, nor is there any privity between any Canadian company and respondent union, nor any evidence that respondent union had knowledge of the existence of North Shore, and upon the ground that the shingles in fact, upon the day in question, were property of Sound Shingle and did not belong to North Shore.

Page 4, 34-45—12. To the finding and the conclu-

sion of the Examiner in the quoted lines to the effect that Section 8 (c) of the Act, as construed by International Brotherhood of Electrical Workers, Local 105 vs. NLRB, 341 U. S. 694, does not insulate and protect respondents in this case from any violation of 8(b) (4) (A) of the Act, and respondents maintain that the legislative history of the Act, as construed by the courts, clearly establishes that any and all statements of a labor organization made to its general membership on matters of general policy are protected activity under 8 (c) of the Act and that so long as there is no "threat of reprisal or force or promise of benefit" to the employees of another employer there cannot be the "type of inducement or encouragement" described in and which is the gravamen of a violation of 8 (b) (4) (A) of the Act.

Page 4, lines 45-48—13. To the finding, conclusion and argument of the Examiner to the effect that he does not "find it possible to agree under the evidence that the Respondents had no dispute with North Shore or other Canadian manufacturers of shingles." on the ground that there is no evidence in the record to show or establish that respondents have or ever had at any time any program, purpose or jurisdiction to organize the employees of North Shore or any other Canadian manufacturer of shingles and there is no evidence in the record to support the conclusion that respondents have at any time dealt with North Shore or any other Canadian manufacturer or the employees of North Shore or any other Canadian manufacturer, nor that the respondents

have ever had any connection of any nature whatsoever with North Shore or any other Canadian manufacturer of shingles, and on the further ground that the overwhelming weight of the evidence shows that respondents could not have a "dispute" with the employees of North Shore or any other Canadian manufacturer, within the meaning of the definition of that word, under the National Labor Relations Act, as amended.

Page 4, lines 48-51—14. To the finding that respondents said that they had a dispute with North Shore or other Canadian manufacturer of shingles, on the ground that there is no evidence in the record that the respondents, or any of them, or any member of respondent union, has ever stated that they had a labor dispute or any dispute whatsoever with North Shore or any other Canadian manufacturer of shingles, and on the further ground that there is no evidence in the record to support a conclusion that respondents have at any time asserted that their members would not work on Canadian shingles until such time as they were successful in establishing comparable conditions or other conditions of employment in the Canadian mills, and no evidence that respondents concerted to do anything other than to refuse to work on non-union shingles not bearing the union label.

Page 4, lines 51-55—15. To the finding, conclusion and speculation of the Examiner that it is possible that respondents were "speaking with tongue in cheek" and "that no matter what working conditions might be secured for employees in Canadian

mill, the Respondents would still oppose the processing of the Canadian product by mills in the Washington-Oregon area" on the ground that, as stated by the Examiner in line 55, on page 4, and line 1 on page 5, there is no evidence to support that statement in the record, and on the further ground that it is incompetent, irrelevant and immaterial and sheer speculation upon the part of the Examiner, wholly gratuitous and extraneous.

Page 5, lines 1-4—16. To the finding of the Examiner that "the case here to be decided is distinguishable from the holding of the District Court in Douds vs. Sheet Metal Workers' Union, on the ground that the cited is clearly in point and clearly supports the position of respondents in this case and that respondents' conduct in this case in no way constitutes a violation of 8 (b) (4) (A) of the Act, and on the further ground that the Examiner, although stating the case to be distinguishable, does not in any way distinguish the decision from the case at bar.

Page 5, lines 6-11—17. Except to the mixed finding and conclusion of the Examiner in the cited lines to the effect that Article VI (c) of the collective bargaining agreement between the employer and respondents herein is a restriction upon respondents to prevent them "from characterizing a product as unfair if it had been produced under 'fair' conditions." on the ground that such a construction wholly divorces the paragraph (Art. VI (c)) from its context and clearly violates the rules of construction of contracts as hereinafter discussed in respondents' brief, and on the further ground that any common

sense construction of paragraph VI (c) necessarily supports the position of respondents that respondents, even under the very terms of their contract with the employer in this case, were entitled to (had they chosen to do so) instruct the members of respondent union not to work on products not bearing the union label.

Page 5, lines 14-15—18. Except to Examiner's conclusion that the Conway Express case vs. NLRB has no relevance to this case, on the ground that the Conway Express case is clearly in point and clearly establishes, as hereinafter stated in respondents' brief, that respondents committed no violation of 8 (b) (4) (A) of the Act.

Page 5, lines 16-24—19. To the finding and the argument of the Examiner in the cited lines to the effect that there is not the slightest evidence that the employer's threatened misuse of respondents' union label in any way was the cause or one of the causes for the work stoppage in this case, on the ground that the uncontradicted evidence shows that the employer in this case, when the manager of another plant known as the Perma Products, Inc., did, in fact, attach respondents' label to non-union made products and employer knew that in that operation employer was not entitled to the use of respondent union's label and that the evidence further establishes that respondents were compelled to bring action in federal court against the employer in that case in order to enjoin and prevent the employer from using respondent union's label in its operation, and the evidence further establishes that the manager of Perma

Products opened up and managed the operation of the Sound Shingle shortly after the litigation in that case was disposed of. Respondents further object to the conclusion in that paragraph "that respondents did not exercise their right to recall their union label from the employer" in question, upon the ground that no occasion to recall arose, since the Employer actually manufactured and shipped no shakes whatsoever except those bearing, and entitled to bear, the union label; and that the employees here, on the occasion in question, merely chose, as it was their right to do, not to work on non-union, non-label shingles.

Page 5, lines 25-30—20. To the finding and conclusion that the strike in the plant of the employer, beginning on January 11, 1952, was still in effect at the time of the hearing, on the ground that the uncontradicted testimony in the record shows that any and all of the employees who refused to work on January 11, 1952, were in fact, employed by Employer at the time of the hearing or were, in fact, employed in other shake or shingle plants in the Seattle area and on the further ground that there is no evidence in the record to support the conclusion that any strike was still in effect at the time of the hearing, because the evidence is uncontradicted that the work stoppage in question occurred on and was confined to January 11, 1952, and that the refusal to work, if any, by the individual employees in question extended to and embraced one car—and one car only—of shingles which, in truth and in fact, were the property of Sound Shingle and which had been manufactured somewhere in Canada; that there is no

evidence in the record to support the finding that any of the employees of the employer in this case, members of respondent union, did, on January 11, 1952, or on any date subsequent thereto, refuse to perform any service of any character whatsoever, requested of them by their employer, other than their individual refusal to work on one single carload of shingles received at the plant on January 11, 1952, and which shingles were the property of Sound Shingle Co.; that in truth and in fact the evidence shows that each of the employees in question was willing to do and offered to do any work in and about the plant, requested of him or required of him by his employer and that some of the employees in question did, in fact, at the request of the employer, continue to work for the employer in the employer's shingle mill and in enlarging the shake plant subsequent to January 11, 1952, and continued to do so up to the date of the hearing. There is likewise no evidence in the record to support the conclusion of the Examiner that the respondent "had as his object forcing or requiring the employer to cease using, handling or otherwise dealing in the products of North Shore or other Canadian shingle manufacturers and to cease doing business with such Canadian enterprises." That the evidence is clear in the record that the respondents did not know of any business relationship of any nature whatsoever between Sound Shingle and North Shore or any other Canadian shingle manufacturer and there is a total absence of any evidence that respondents had any animus against or dispute with either North Shore or any other Canadian enter-

prise. The evidence is clear that the conclusion of the Examiner in this respect is without foundation. Respondents' concert of action was directed solely against work upon non-union and non-label shingles.

Page 5, lines 33-35—21. To the finding and conclusion "that by inducing and encouraging the employees of Sound Shingle to engage in the strike of January 11, 1952, respondents violated Sec. 8 (b) (4) (A) of the Act." on the ground that there is no evidence in the record to support the conclusion or any evidence upon which the conclusion that respondents violated Sec. 8 (b) (4) (A) of the Act could be predicated.

Page 5, lines 40-45—22. To the finding and conclusion that the activities of respondents set forth in Sec. IV in the Intermediate Report "have a close, intimate and substantial relation to trade, traffic and commerce amongst the several states and territories of the United States and tend to lead to and have led to labor disputes burdening and obstructing commerce in the free flow of commerce" on the ground that there is no evidence to support that finding and conclusion and that at most the evidence shows that four employees refused to unload one car of shingles originating in British Columbia, Canada, and shipped to Marysville, Washington, the contents of which car belonged to Sound Shingle, the employer in this case, and that the incident in question was merely the isolated and sporadic act of four employees of the Employer and that their act in no wise tended

to lead to labor disputes that have in any way burdened or obstructed commerce in the free flow of commerce among the several states and territories of the United States, nor has it done so.

Page 5, lines 49-52—23. To the conclusion in the paragraph that respondents have violated Sec. 8 (b) (4) (A) of the Act and the recommendation of the Examiner stated thereon, on the ground that there is no evidence to support a finding that respondents violated Sec. 8 (b) (4) (A) of the Act.

Page 5, lines 60-61 and page 6, lines 1-15—24. To the conclusions of law stated by the Examiner, on the ground that there is no evidence to support the conclusion of law in the three paragraphs embraced within those lines.

Page 6, lines 19-62 and page 7, lines 1-7—25. To all of the recommendations of the Examiner set forth in the Intermediate Report on the ground that the recommendations therein stated are contrary to law and not supported by the evidence in the record, and on the further ground that under the evidence respondents are, under the law, entitled to have the complaint of the Employer dismissed, upon grounds more particularly appearing in our supporting brief.

The union respondents except to the matters set forth above on the grounds that the foregoing exceptions are not based upon the facts in the record, are contrary to the facts in the record, are not sup-

ported by the evidence on the record considered as a whole, are not in accordance with law, and are contrary to law.

In addition to the foregoing exceptions to the Trial Examiner's Intermediate Report, the union respondents:

1. Except to the Trial Examiner's ruling denying motions by the union respondents at the close of the General Counsel's case in chief.
2. Except to all of the Trial Examiner's rulings respecting the subpoena duces tecum served on a representative of Sound Shingle Co. the employer herein. (Union respondents Exhibit 12 in evidence. Record P. 280.)

Dated: Indianapolis, Indiana, July 2, 1952.

GEORGE E. FLOOD,
WETTRICK, FLOOD & O'BRIEN,
FRANCIS X. WARD,
Attorneys for Respondents.

Certificate of Service attached.

[Title of Board and Cause.]

**RESPONDENTS' EXCEPTIONS TO RULINGS
OF TRIAL EXAMINER UPON THE HEAR-
ING HEREIN.**

Counsel for respondents above named in addition to exceptions to intermediate report hereby except to rulings made by the trial examiner upon respondents' motions and objections at the time of the hearing of the above entitled cause, in the following particulars:

Reference to Record

1. To respondents' motion that the complaint be dismissed upon the grounds that the controversy was moot at the time of the hearing by reason of the fact that the record conclusively shows that the Sound Shingle Company started to operate its shingle plant the last week in January and did operate the same through the month of February and up through and including March 8th of this current year, and that during that time the mill was staffed, pursuant to its collective bargaining agreement with Everett Local 2580, with members of Local 2580. It should also be noted that it was admitted that the few employees who went home on January 11, 1952, were thereafter employed by Sound Shingle and that in fact the management of Sound Shingle put the same men, all members of Local 2580, to work in other places in the shingle mill (Record Page 71). (N.B.: As appears from motion to dismiss concurrently filed herewith, both shingle and shake plants are currently operating.)

2. To the failure of the trial examiner to sustain respondents' objection to that portion of Mr. Martin's testimony appearing on page 14 of this record as to that certain conversation by and between himself and one Mr. Serrett on the ground that the same was hearsay as to these respondents and incompetent to prove any agency existing between Serrett and either of these respondents, since agency can not be proved by the mere self-serving hearsay declaration of the agent.

3. Object to the failure of the trial examiner to admit into evidence respondents' Exhibits 2 and 3 and the failure of the trial examiner to direct the witness Martin to answer the questions propounded to him by respondents' counsel on pages 50, 51, 52, 53 and 54 and the rejection by the trial examiner of respondents' offer of proof on page 55 and 56 on the ground that the testimony called for by the questions, and that the answers that would have been given by the witness to the question so propounded, would have disclosed that these respondents had dealt with Mr. Martin, a partner of Sound Shingle, for a number of years prior to the controversy herein and that during the years 1949, 1950, 1951 and particularly during January of 1952, Mr. Martin was the manager of Perma Products plant at Chehalis; that the Perma Products plant at Chehalis operates non-union and that it had no contract with respondents; that the Perma plant under said Martin's management did in fact purchase shingles from a shingle manufacturer in Seattle, M. R. Smith, to which respondents' labels were unlawfully attached by Perma

Products; and after having processed them, Perma Products shipped them in interstate commerce and particularly to Sacramento, California, in carload lots with respondents' union label illegally attached thereto; that when this unlawful use of respondents' union label by Perma Products, whose manager was and is now, Mr. Martin, one of the owners of Sound Shingle and the principal witness herein, was called to Martin's attention, the latter at first disclaimed any knowledge of the shipment in question and denied on behalf of Perma Products that that company had engaged in unlawfully using respondents' union label; that respondents filed suit for misuse of its label, and marshalled proof thereof, as a result of which Perma Products, of which Martin is Manager, stipulated not to further misuse and misappropriate respondents' union label and an order disposing of such litigation based thereupon was entered. It will be noted that as between North Shore and Sound Shingle, there was no motive for Sound Shingle to have any North Shore shingles processed into shakes, as North Shore had in fact a shake plant (Record page 76). It will be further noted that up until the time of this litigation, Ralph Stuck, the manager of Sound Shingle, admitted that every bundle of shingles and shakes that went out of Sound Shingle plant carried with it respondents' union label (Record pages 111, 112, 113, 114, 116 and 118). Respondents had every reason to believe that Sound Shingle, having the same management as Perma Products, would, if respondents were not alert, unlawfully misappro-

priate and attach its label to any product shipped or processed by it for North Shore.

4. Object to trial examiner's admission into evidence of general counsel's exhibits 2, 3 and 4 offered on pages 84, 85, 86, 87 and 88 of the record and admitted by the examiner (set forth in page 108 of the record) on the ground that said publications are incompetent, irrelevant and immaterial as proof in support of any unfair labor practice as alleged in complaint, as each of the documents purports to be and shows on its face that it is nothing more than a literary publication known as "The Shingle Weaver" published by the respondents' council to advise its members, and such publications are protected by and within the privilege and rule of evidence set forth in Section 8(c) of the act; and 8(c) of the act renders respondents immune from any charge of having committed an unfair labor practice by publishing such publications. Respondents further object to said exhibit on the grounds that same are at most hearsay and on the further ground that to permit such exhibits to constitute any evidence in an unfair labor practice upon the part of respondents would unlawfully burden and deprive respondents of their rights under the First and Fifth Amendments to the Federal Constitution, in that respondents would be deprived of a right to publish a newspaper and urge their views with respect to wages, hours and conditions to their own members and their public at large with respect to labor matters.

5. Respondents except to the failure of the Trial

Examiner to sustain their motion to dismiss the complaint, upon the ground, first, that the complaint itself states no ground upon which a violation of Sec. 8(b) (4) (A) of the Act could be established, and secondly, upon the ground that the evidence produced by the general counsel in support of the complaint failed to establish a violation of Sec. 8 (b) (4) (A) of the Act, on the ground that the evidence conclusively shows: (1) that the transaction here in question was a sporadic act occurring on January 11, 1952, wherein four or five men went home after opening a carload of shingles and finding them not to bear the union label; (2) the evidence conclusively establishes that the carload of shingles in question did, in fact, belong to or were owned by the primary employer Sound Shingle; (3) That there is a total absence of evidence to show that respondents ever heard of or knew about any agreement of any character by and between Sound Shingle and North Shore with respect to this car or any other carload of shingles; (4) That there is a total absence of evidence that respondents had any labor dispute with North Shore or any other Canadian manufacturer of shingles or that respondents at any time ever had any contact with or business relationship of any nature whatsoever with employees of North Shore or any other Canadian manufacturer of shingles; (5) That there is a total absence of evidence to show that respondents had talked to or conversed, through their officers, with any of the employes of Sound Shingle on or about January 11, 1952.

6. Respondents except to the action and the ruling of the Trial Examiner in refusing to issue and/or quash respondents' motion and demand for a subpoena duces tecum directed to John E. Martin, upon the ground and for the reason that it is admitted in the record that the witness, together with records and documents called for, was readily available (R. 205, 206) and that the testimony and the documents called for in the subpoena duces tecum were germane, relevant and necessary to establish the merits of respondents' defense to the charges herein. (R. 256-257.)

That the subpoena duces tecum was called for by respondents in the anticipation that the evidence in response thereto would establish that the Sound Shingle Company, as consignee of such shipment, was the owner thereof; that they bore the trade label of North Shore, Ltd., of Vancouver, B. C., as the manufacturer of such shingles but did not contain on its certigrade label the stamp or imprint of the United Brotherhood's union label as is customarily the case in all shingles manufactured fair to the respondents' union under its collective bargaining contracts and that the absence of such a union label was in truth and in fact the cause which prompted the employees in the shake plant to decline to process them. That had such shipment borne the union label, no controversy would or could have arisen.

7. Respondents object to the failure of the Trial Examiner to admit into evidence Exhibits 5, 6, 7

and 8 (R. 162, 163, 193) for the reason that such exhibits are relevant and material to the issues in the controversy, and shed light upon the reason which moved the individual employees in the shake plant to refuse to work upon non-label shingles. That the exhibits, read in integration, impose an obligation upon each member to decline to work upon unfair non-label or non-union products and that this obligation arises out of a contract between the United Brotherhood of Carpenters & Joiners of America and each local of the respondents' union and each individual member thereof, the integrity of which contract is preserved and protected under the Fifth and Fourteenth Amendment to the Constitution of the United States and cannot be impaired by rulings of a trial examiner or an administrative body.

/s/ GEORGE E. FLOOD,
of Wettrick, Flood & O'Brien,
/s/ FRANCIS X. WARD,
Attorneys for Respondents.

United States of America
Before the National Labor Relations Board

Case No. 19-CC-42

In the Matter of WASHINGTON - OREGON SHINGLE WEAVERS' DISTRICT COUNCIL, CHARTERED BY THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR; EVERETT LOCAL No. 2580 SHINGLE WEAVERS UNION, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, A. F. of L., and JOHN E. MARTIN and FRANK S. BARKER, Co-partners d/b/a SOUND SHINGLE CO.

DECISION AND ORDER

On May 21, 1952, Trial Examiner Wallace E. Royster issued his Intermediate Report in this case, finding that the Respondents had engaged in and were engaging in certain unfair labor practices, in violation of Section 8 (b) (4) (A), and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondents filed exceptions to the Intermediate Report and a supporting brief, a motion to dismiss on the ground that the controversy

was moot, and exceptions to the rulings of the Trial Examiner at the hearing. Sound Shingle filed a brief in reply to the motion to dismiss and to the exceptions. The Respondents filed an answer to the Reply Brief. The motion to dismiss on the ground of alleged mootness is denied.¹ We also deny the requests of the Respondents and Sound Shingle for oral argument, because the positions of the parties are adequately developed in the record, exceptions and briefs.

The Board has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed.² The Board has considered the

¹ See Local 74, United Brotherhood of Carpenters & Joiners of America, A.F. of L., et al. vs. N.L.R.B., 341 U.S. 707, 715, enfg. 80 NLRB 533.

101 NLRB No. 203

² Like the Trial Examiner, we find no merit in the Respondents' objections to the receipt in evidence of Union publications to show the union's policy on Canadian and other nonunion shingles. See Int'l Union, United Mine Workers of America, et al. (Jones & Laughlin Steel Corp. et al.), 83 NLRB 916; Int'l Typographical Union, et al. (American Newspaper Publishers Association), 86 NLRB 951. We also deem immaterial the rejected evidence on the Respondents controversy with Perma Products, Inc., of Chehalis, Washington, and whether the carload of shingles received on January 11, 1952, belonged to Sound Shingle or to the Canadian producer. See New York Laundry, Inc., 85 NLRB 1470, and *infra*.

Intermediate Report,³ the exceptions and briefs, the entire record in this case, and hereby adopts the findings, conclusions and recommendations of the Trial Examiner with the following additions and modifications:

We agree with the Trial Examiner's conclusion that the Respondents violated Section 8 (b) (4) (A) of the Act. That section makes it an unfair labor practice for a labor organization or its agents to engage in, or induce or encourage the employees of any employer to engage in

a strike or a concerted refusal in the course of their employment to * * * work on any goods * * * where an object thereof its: (A) forcing or requiring any employer * * * or other person to cease using * * * or otherwise dealing in the products of any other producer * * * or to cease doing business with any other person. (Emphasis added.)

In this case, union members walked off a job ten minutes after they learned that their employer wanted them to work on shingles produced in a

³The Respondents except to the Trial Examiner's commingling findings of fact, conclusions of law, and arguments. Section 8 (b) (6) of the Administrative Procedure Act (5 U.S.C. § 1001, et seq.) requires only that a recommended decision include a statement of "findings and conclusions, as well as the reasons or basis therefore," upon all issues. We are satisfied that the Intermediate Report complies with this requirement.

Canadian mill, because the shingles did not bear the union label. When Sound Shingle tried to get the shake mill started again, District Council President Brown said he wouldn't let the Company run Canadian shingles and admitted "for the record" that he had ordered the men out and wouldn't order them back. The Respondents assert that these facts fail to establish a *prima facie* violation of Section 8 (b) (4) (A). We disagree. Like the Trial Examiner, we are satisfied that the record establishes the essential elements required under this section for making out a *prima facie* case as will appear specifically below:

Despite the Respondents' contention that the employees acted individually in quitting work,⁴ we find, as did the Trial Examiner, that the Respondents induced and encouraged employees to engage in a concerted work stoppage, and that the evidence adduced at the hearing established responsibility on the part of the Respondents for such conduct. In doing so, we rely on the following testimony, all of which was credited by the Trial Examiner: (1) Local 2580's Shop Steward Martin's statement that the men had refused to work because Brown "ordered them not [to];" (2) Shop Steward Martin's strike call in stating, "They are B. C. shingles and we can't do anything with them. We will let them set there;" (3) District President Brown's threat to blacklist employees if they returned to work on Canadian shingles; and (4) District Presi-

⁴ See *Arkansas Express, Inc.*, 92 NLRB 255.

dent Brown's ratification of the work stoppage by telling Martin that he would not let the Company run Canadian shingles and that, "for the record," he had "called the boys off."

We also reject the Respondents' contention that the facts fail to establish an unlawful objective. Clearly, a refusal by Sound Shingle employees to process shingles of another producer for the stated reason that they were non-union was aimed at forcing Sound Shingle to cease using the products of such other producer and, to that extent, to cease doing business with it. The conduct here was consequently for an object prescribed by the Act.⁵

As to the Respondents' assertion that the evidence failed to establish a *prima facie* case because the "other producer" is a foreign corporation, that fact does not remove the conduct beyond the reach of 8 (b) (4) (A). Although the Board does not have jurisdiction over foreign manufacturers as such, it does have jurisdiction over unfair labor practices occurring in this country and affecting foreign commerce.⁶

⁵ Roy Stone Transfer Corporation, 100 NLRB No. 137.

⁶ See Moore Dry Dock Company, 92 NLRB 547, at footnote 17; Morris Grain Co. vs. Nordaas, 46 N.W. 2d 94, 102-104 (Minn. 1950); Sections 2 (6), (7), and 10 (a); Cf. Al J. Schneider Company, 87 NLRB 99, 89 NLRB 221, which, unlike this case, involved an organization expressly excluded from the definition of "employer" and not enumerated as a "person" in Section 2 (1).

The Respondents contend that the strike here was privileged because it was allegedly against a primary employer; they also urge the contract or its breach as a defense. Like the Trial Examiner, we find these defenses without merit.

It is true that in the usual type of secondary boycott there is a dispute with one employer followed by secondary activity against another employer with whom he has business dealings, to force a cessation of business with the primary employer. But because this kind of secondary boycott is more usual or more frequent does not mean that it is the only kind Congress intended to reach. We do not believe that, as to the type of conduct now before us, Section 8 (b) (4) (A) contemplates the existence of an active dispute, over specific demands, between the union and the producer of the goods under union interdict. The legislative history surrounding the enactment of Section 8 (b) (4) (A), while difficult as a guide in many respects, does furnish reasonably clear guidance on the precise issue here. The Senate Committee Report on this section indicates that no demand upon the producer of the boycotted product is necessary to sustain the charge that a union has engaged in the type of "secondary boycott" we have here under consideration.

In S. Rep. No. 105 on S. 1126, 80th Con., 1st Sess., p. 22, the Committee said:⁷

⁷ See also H. R. No. 245 on H. R. 3020, p. 23, and minority report, at p. 72.

"Thus, it would not be lawful for a union to engage in a strike against Employer A for the purpose of forcing that employer to cease doing business with B; nor would it be lawful for a union to boycott employer A because employer A uses or otherwise deals in the goods of or does business with employer B (with whom the union has a dispute). This paragraph also makes it an unfair labor practice for a union to engage in the type of secondary boycott that has been conducted in New York City by Local No. 3 of the IBEW, whereby electricians have refused to install electrical products of manufacturers employing electricians who are members of some labor organization other than local No. 3." * * * [Allen Bradley vs. Local Union 3, I.B.E.W., 325 U.S. 797.]

(Emphasis added.)

An examination of the Allen-Bradley case shows that Local No. 3 made no express or implied demands on the manufacturers whose products they refused to install.⁸ Our dissenting colleague, in rejecting that case as illustrative because Section 8 (b) (4) (A) does not proscribe the methods used in that case, overlooks the fact that this in no way impairs it as an example of the type of secondary boycott in which Congress indicated it would be

⁸ See Roane-Anderson Company, 82 NLRB 696, 711.

an "unfair labor practice for a union to engage in."

Moreover, the present case seems precisely that described by Senator Taft as a further example of the conduct proscribed, when he said (93 Cong. Rec. 4199):

"For instance, all over the United States, carpenters are refusing to handle lumber which is finished in a mill in which CIO workers are employed, or, in other cases, in which American Federation of Labor Workers are employed * * * [Because the carpenters] do not like the way some other employer is treating his employees, they [cannot] promote strikes in any other plant which happens to be handling the product of the plant whose management [they] do not like."

Indeed, in the legislative history of Section 8 (b) (4) (A), the proponents of the amendments to the Act listed as typical union conduct barred by that section the kinds of product boycotts which are indistinguishable from the one engaged in here. If there is any doubt remaining that a product boycott of the type in issue here is unlawful under Section 8 (b) (4) (A), the following statement by Senator Taft on the floor of the Senate, made by way of explanation of what that section was intended to proscribe, effectively removes it:

"Take a case in which the employer is getting along perfectly with his employees. They agree on wages. Wages and working conditions are

satisfactory to both sides. Someone else says to those employees, 'We want you to strike against your employer because he happens to be handling some product which we do not like. We do not think it is made under proper conditions.' Of course if that sort of thing is encouraged there will be hundreds and thousands of strikes in the United States. There is no reason that I can see why we should make it lawful for persons to incite workers to strike when they are perfectly satisfied with their conditions. If their conditions are not satisfactory, then it is perfectly lawful to encourage them to strike. The Senator says they must be encouraged to strike because their employer happens to be doing business with someone the union does not like or with whom it is having trouble or having a strike. On that basis there can be a chain reaction that will tie up the entire United States in a series of sympathetic strikes, if we choose to call them that." (Emphasis supplied.)⁹

Thus, the legislative history amply demonstrates that when a union causes employees to refuse to work on the products of any producer other than their employer because that product is, as here, nonunion, and it does so with the object of causing their employer to cease using the product of, or doing business with, the other producer, that

⁹93 Cong. Rec. 4323.

conduct constitutes a secondary boycott of the type which Section 8 (b) (4) (A) was intended to proscribe.

Under the circumstances, and on the basis of the entire record, we conclude that the Respondents induced and encouraged employees of the Employer to engage in a concerted refusal in the course of their employment to work on goods where an object thereof was to force or require the Employer to cease using or otherwise dealing in the products of any other producer, in violation of Section 8 (b) (4) (A) of the amended act.

Order

Upon the entire record in this case and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondents, Washington-Oregon Single Weavers' District Council and Everett Local 2580 Shingle Weavers' Union, their agents, successors, and assigns of each, shall:

1. Cease and desist from engaging in or inducing or encouraging their members to engage in a strike or a concerted refusal in the course of their employment to perform services for Sound Shingle Co. or any other employer where an object thereof is to require such employer or employers to cease doing business with North Shore Shingle Co., Ltd., or other Canadian shingle manufacturers.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Notify all members of Local 2580 that they are free to work for Sound Shingle Co. and that such employment will not prejudice their rights, privileges, or standing in either Local 2580 or the District Council;

(b) Notify Sound Shingle Co. that it will not induce or encourage employees of that partnership to engage in a strike or a concerted refusal in the course of their employment to work upon or otherwise handle products of North Shore Shingle Company, Ltd., or other Canadian shingle manufacturers for the purpose of requiring Sound Shingle Co. to cease doing business with any Canadian shingle manufacturer;

(c) Post in conspicuous places at the business office of Local 2580 in Everett, Washington, where notices to members are customarily posted, and distribute for posting to all locals affiliated with the District Council, a copy of the notice attached to the Intermediate Report as "Appendix A."¹⁰ Copies

¹⁰ This notice is amended by substituting for "The Recommendations of a Trial Examiner" the words "A Decision and Order." In the event that this order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decison and Order" "A Decree of the United States Court of Appeals Enforcing."

of notice, to be furnished by the Regional Director for the Nineteenth Region, shall, after being signed by a representative of the District Council and one of Local 2580, be immediately posted and maintained for a period of sixty (60) days thereafter. Reasonable steps shall be taken by the Respondents to insure that the notices are not altered, defaced, or covered by other material;

(d) Notify the Regional Director for the Nineteenth Region (Seattle, Washington), in writing, within ten (10) days from the date of this Order what steps the Respondents have taken to comply herewith.

Signed at Washington, D. C., Dec. 19, 1952.

PAUL M. HERZOG, Chairman,
PAUL L. STYLES, Member,
IVAR H. PETERSON, Member,
NATIONAL LABOR RELATIONS
BOARD

Abe Murdock, Member, dissenting:

The real issue in this case, in my opinion, is whether the Respondents have engaged in a secondary boycott or merely in a primary strike for the preservation of employment for their own members. If this is not the issue then all of the Board's previous decisions interpreting Section 8 (b) (4) (A) are wrong. For the Board has consistently held that this Section of the amended Act was intended to forbid secondary, but not primary activity by a labor organization. If I read this de-

cision of the majority correctly, the Board is now holding that a union has violated Section 8 (b) (4) (A) when the only "active" dispute in which it is involved is one with the employer for whom its members refuse to work. That dispute related here to the use by the Employer of Canadian rather than American shingles in an American mill. Of course, the Respondents' general argument in support of their demand was that the standards of Canadian workmen were inferior to those of American workmen and competition from this foreign source was therefore "unfair." This is the traditional position of those who advocate protection of American industry and the high standards of American workmen. Whether this policy is right or wrong is, to be sure, a matter for Congress to determine. But suppose, for example, a group of American workmen struck because their employer insisted on importing and using Czechoslovakian findings in his shoe factory. If the employees protested at any time that those products were "nonunion" and their use would undercut working conditions in the United States, under the majority's decision the union representing those employees would, *ipso facto*, be guilty of violating Section 8 (b) (4) (A). I cannot believe, and I find nothing in the legislative history of this Section of the amended Act to indicate, that Congress intended to proscribe such concerted activity of a labor organization as a secondary boycott.

The job of distinguishing between forbidden "secondary" and permitted "primary" activity is ad-

mittedly difficult and perplexing. The Board has already gone far in spelling out specific rules of this kind in cases involving the picketing of ships and trucks before the premises of secondary employers.¹¹ Why should this case be different? The majority rely primarily, if not completely, upon several sentences from the voluminous legislative history of this Section of the Act. The first is a reference to the Allen-Bradley case, a case in which a labor organization and a number of employers were charged with a violation of the Sherman Anti-Trust Act because they conspired to exclude from use in the City of New York articles of commerce made outside the city. Certainly, the facts in this case are a far cry from those in the Allen-Bradley decision. There is nothing in the nature of a conspiracy between employers and labor organizations in this case. All that is involved here is a primary dispute between the Respondents and the Sound Shingle Company over the latter's determination to use Canadian rather than American shingles in its mills. Section 8 (b) (4) (A) is not directed against this type of primary activity. The second sentence of the legislative history, the majority contend, describes "precisely" the instant case. There Senator Taft attempted to illustrate the evils of jurisdictional strikes among A. F. of L. and C. I. O.

¹¹ See e.g., Sailors Union of the Pacific (Moore Drydock Co.) *supra*; Schultz Refrigerated Service, Inc., 85 NLRB 502; Sterling Beverages, Inc., 90 NLRB 401.

unions. In a third quotation from Senator Taft the majority emphasizes, I think, the wrong sentence. Senator Taft there argues that employees should not be encouraged to strike "because their employer happens to be doing business with someone the union does not like or with whom it is having trouble or having a strike." I submit that Senator Taft was reaching for a secondary boycott definition which, as he later explained more explicitly, included the factor of an actual dispute between the union and the primary employer it did not "like." There are other, and I think better, bits of legislative history to indicate more "precisely" the nature of a secondary boycott. The classic example was stated by Senator Taft as follows:¹²

"This provision [Section 8 (b) (4) (A)] makes it unlawful to resort to a secondary boycott to injure the business of a third person who is wholly unconcerned in the disagreement between an employer and his employees."

Senator Ball, another vigorous proponent of the Act, stated on several occasions during debate in the Senate on this Section that in his view a secondary boycott was the attempt of a labor organization to secure control over the employees of the primary employer:

¹² 93 Cong. Rec. 4323.

“ ‘Secondary boycotts’ and ‘jurisdictional strikes’ have been defined by me on the floor of the Senate, and I think the definitions are substantially correct. It is the attempt by the employees of employers A, B and C, through their union to dictate not to employer X but to his employees, the terms and conditions of the Union under which they shall work. Basically the primary objective of the majority of jurisdictional strikes and secondary boycotts is not the employer, but the employees, over whom control is sought.”¹³

I am not prepared to say that this legislative history precisely defines conduct forbidden by Section 8 (b) (4) (A). I am prepared to draw from it no more than the Board has already drawn, that is, an intent on the part of Congress to forbid “secondary boycotts.” There are, unfortunately, few guideposts to assist the Board in defining this term with the specificity and precision that a fair interpretation of this Act requires. Judge Learned Hand has said:¹⁴

“The gravamen of a secondary boycott is that its sanctions bear, not upon the employer who alone is a party to the dispute, but upon some third party who has no concern in it. Its aim is to compel him to stop business with the em-

¹³ 93 Cong. Rec. 5147. See, also, 93 Cong. Rec. 7683; 93 Cong. Rec. A 2377.

¹⁴ International Brotherhood of Electrical Workers, Local 501, et al., vs. National Labor Relations Board 181 F. 2d 34 (C.C.A. 2); affirmed 341 U.S. 694.

ployer in the hope that this will induce the employer to give in to employees' demands."

Following this eminent authority, the court in *Douds v. Sheet Metal Workers* held:¹⁵

"Such a [secondary] boycott exists when a labor organization having a labor dispute with employer A induces or encourages employees of employer B, with whom the union has no dispute, to refuse to handle goods or perform services for employer B, with the object of causing B to cease doing business with A, the employer with whom the union is involved in a labor dispute."

Both of these definitions contemplate the existence of a primary employer, a secondary employer or neutral party, a dispute between the union and the primary employer, and pressure by the Union upon the employees of the secondary employer or neutral party to compel a settlement of its dispute with the primary employer. I do not believe the Board should disregard these authorities on the basis of fragmentary and inconclusive quotations from the legislative history. For my part, while there may be other cases not so easily decided, I am satisfied to apply Judge Hand's definition to this case, for it seems to me dispositive of the question.

In my opinion, the General Counsel has failed to

¹⁵ *Douds vs. Sheet Metal Workers Union*, 101 Fed. Supp. 273, rehearing 101 Fed. Supp. 970 (D.D. E.D. N.Y.).

establish on this record that an active dispute existed between the Respondents and the Canadian producers of the boycotted products. I am firmly convinced that the refusal of Respondent's members to work for their Employer constituted in this case no more than primary action by American workmen to insure the use of American manufactured shingles in American mills. I would therefore dismiss the complaint.¹⁶

Signed at Washington, D. C., Dec. 19, 1952.

ABE MURDOCK,
Member

¹⁶ Under this view of the case it is unnecessary for me to reach and I therefore do not pass upon the question whether the contract clause would constitute a defense to this complaint.

In the United States Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD
Petitioner,

vs.

WASHINGTON-OREGON SHINGLE WEAVERS' DISTRICT COUNCIL and EVERETT LOCAL 2580 SHINGLE WEAVERS' UNION,
Respondents.

CERTIFICATE OF THE NATIONAL LABOR RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section 102.84, Rules and Regulations of the National Labor Relations Board—Series 6, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record of a proceeding had before said Board, entitled, "In the Matter of Washington-Oregon Shingle Weavers' District Council, Chartered by the United Brotherhood of Carpenters and Joiners of America, Affiliated with the American Federation of Labor, Everett Local 2580 Shingle Weavers Union, United Brotherhood of Carpenters and Joiners of America, A. F. of L. and John E. Martin and Frank S. Barker, Co-partners doing business as Sound Shingle Co.," Case No. 19-CC-42 before said Board, such transcript including the pleadings and testimony and evidence upon which the order of the Board in said proceeding was entered, and including

also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Order designating Wallace E. Royster as Trial Examiner for the National Labor Relations Board, issued April 24, 1952.

(2) Stenographic transcript of testimony taken before Trial Examiner Royster on April 24 and 25, 1952, together with all exhibits entered in evidence as well as rejected exhibits.

(3) Copy of Trial Examiner's Intermediate Report (annexed hereto to item No. 21), and Order transferring case to Board, both dated May 21, 1952, together with affidavit of service and United States Post Office return receipts thereof.

(4) Motion by Respondents, Washington-Oregon Shingle Weavers' District Council and Everett Local 2580 Shingle Weavers Union (hereinafter called Respondent Unions) to extend time for filing exceptions and briefs, received June 5, 1952.

(5) Copy of Board's telegram dated June 5, 1952, extending time for filing exceptions and briefs to June 20, 1952.

(6) Motion by Charging Party John E. Martin and Frank S. Barker, Co-partners doing business as Sound Shingle Company (hereinafter called Charging Party), for leave to file a reply brief, received June 9, 1952.

(7) Copy of Board's letter dated June 11, 1952, denying Charging Party's motion to file reply brief.

(8) Stipulation dated June 12, 1952, by and between Respondent Unions and Charging Party, ex-

tending time to file exceptions and briefs to July 14, 1952.

(9) Copy of Board telegram dated June 17, 1952, extending the time for filing exceptions and briefs to July 7, 1952.

(10) Respondent Unions' letter received July 3, 1952, requesting permission to argue orally before the Board (denied, see Decision and Order, page 1, paragraph 1).

(11) Respondent Unions' Exceptions to Intermediate Report received July 3, 1952.

(12) Respondent Unions' Exceptions to Trial Examiner's rulings upon the Hearing, received July 7, 1952.

(13) Charging Party's letter received July 25, 1952, requesting permission to argue orally before the Board, (denied, see Decision and Order, page 1, paragraph 1).

(14) Charging Party's motion for leave to file reply brief received July 25, 1952.

(15) Respondent Unions' motion to dismiss received July 28, 1952 (denied, see Decision and Order, page 1, paragraph 1).

(16) Charging Party's affidavit in opposition to motion to dismiss received July 28, 1952.

(17) Copy of Board's telegram dated July 29, 1952, granting Charging Party permission to file reply brief by August 5, 1952.

(18) Respondent Unions' motion to strike Charging Party's affidavit in opposition to motion to dismiss received August 1, 1952 (motion to dismiss denied, see Decision and Order, page 1, paragraph 1).

(19) Respondent Unions' telegram received August 12, 1952, requesting permission to file reply brief.

(20) Copy of Board's telegram dated August 12, 1952, granting Respondent Unions permission to file reply brief by August 19, 1952.

(21) Copy of Decision and Order issued by the National Labor Relations Board on December 19, 1952 (with Intermediate Report annexed thereto), together with affidavit of service and United States Post Office return receipts thereof.

In testimony whereof, the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this day of

[Seal] /s/ OGDEN W. FIELDS

Executive Secretary,

National Labor Relations Board

United States of America
Before the National Labor Relations Board
Nineteenth Region
Case No. 19-CC-42

In the Matter of WASHINGTON - OREGON SHINGLE WEAVERS' DISTRICT COUNCIL, CHARTERED BY THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR; EVERETT LOCAL No. 2580 SHINGLE WEAVERS UNION, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, A. F. of L., and JOHN E. MARTIN and FRANK S. BARKER, Co-partners d/b/a SOUND SHINGLE CO.

TRANSCRIPT OF PROCEEDINGS

Room 407G, U. S. Courthouse, Fifth & Spring St.,
Seattle 4, Wash., Thursday, April 24, 1852.

Pursuant to notice, the above-entitled matter came on for hearing at ten o'clock, a. m.

Before: Wallace E. Royster, Esq., Trial Examiner.

Appearances: James V. Constantine, Esq., Washington 25, D. C., appearing as General Counsel on behalf of the National Labor Relations Board. George E. Flood, Esq., 805 Arctic Building, Seattle 4, Wash., [1*] appearing for Respondents. Francis

* Page numbering appearing at top of page of original Reporter's Transcript of Record.

X. Ward, Esq., 222 East Michigan Street, Indianapolis, Indiana, appearing as General Counsel in behalf of the Respondents. Mary Ellen Krug, Esq., 657 Colman Building, Seattle 4, Washington, of McMicken, Rupp & Schweppe, appearing for the Sound Shingle Company, the Charging Party.

* * * * *

(The documents heretofore marked General Counsel's Exhibits 1-a through 1-K inclusive for identification, were received in evidence.)

* * * * *

JOHN E. MARTIN

a witness called by and on behalf of the General Counsel, [10] being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Constantine): Will you state your name, please?

A. John E. Martin.

Q. Where do you live, Mr. Martin?

A. In Chehalis, Washington.

Q. And you are a partner in a mill known as the Sound Shingle Company.

A. I am.

Q. Who else is there with you in that partnership?

A. Frank S. Barker.

(Testimony of John E. Martin)

Q. Just the two of you? A. Yes, sir.

Q. And the Sound Shingle Company is located where?

A. In Marysville, Washington.

Q. What kind of business does the Sound Shingle Company do?

A. We manufacture red cedar shingles and machine grooved shakes.

Q. Do you have separate mills for each operation? A. Yes, sir.

Q. Do you have a shingle mill?

A. A shingle mill and a shake plant.

Q. The shake plant is a separate building? [11]

A. It is in a separate building and it is a separate operation.

Q. How long has the partnership been in existence? A. Since April 1, 1951.

Q. And the partnership is engaged in no other business? A. That is right.

Q. And has not been engaged in any other business? A. No.

Q. Now, sometime around April 1st, of what year was that? A. 1951.

Q. And that is when you organized the partnership? A. That is right.

Q. Around April 1st, or perhaps a little before it, did you have some talk with a representative of one of the respondents in this case?

A. Well, in January of 1951 Mr. Barker and I originally purchased this mill and we formed a corporation.

(Testimony of John E. Martin)

Q. Can you answer the question? Did you have a talk with some representatives of one of these unions here sometime before April 1st?

A. Yes.

Q. What was the man's name?

A. Paul M. Sarrett.

Mr. Flood: Just a minute. I am not aware that Mr. Sarrett is a party respondent here. [12]

Mr. Constantine: Shall I go on, Mr. Examiner?

Trial Examiner Royster: Go ahead.

Q. (By Mr. Constantine): Who is Mr. Sarrett? Do you know what position he has and in what union?

A. He is a field representative of the Washington-Oregon's District Council.

Q. About when was it that you had a talk with him?

A. The end of the latter part of January of 1951.

Q. Did he talk to you or did you go to him?

A. He called on me at my office in Chehalis, Washington.

Q. Do you know Mr. Sarrett? A. Yes sir.

Q. Now, will you briefly give the conversation that you had with him on that day?

A. Well, Mr. Sarrett came in and he said, "I understand that you are buying a shingle mill up at Marysville, Washington?" and I said "Yes". "Mr. Barker and I are buying it." And he said, "Well, I just want to give you a warning that if you intend to run any Canadian shingles up there the union is not going to allow you do it." He said "We will

(Testimony of John E. Martin)

stop you and shut the plant down if you ever attempt to run a car of Canadian shingles into there."

Q. By "in there" he meant what?

A. Pardon me.

Q. "Up there" meant what? [13]

A. At Marysville, Washington, at the new plant that we buying.

Q. That is the Sound Shingle Company?

A. The Sound Shingle Company. [14]

* * * * *

Q. (By Mr. Constantine): Now, at some time in 1951 did Sound Shingle enter into a contract with a North Shore Shingle Company, Ltd., of British Columbia, in Vancouver, Canada? A. Yes.

Mr. Flood: When was the date?

Q. Trial Examiner Royster: Some time in 1951. Is that what you said?

Q. (By Mr. Constantine): Do you remember about when that was?

A. It was around the 1st of December.

Q. And that was a written or an oral contract?

A. That was an oral contract, an oral agreement.

Q. And what was the agreement? [18]

A. Well, the agreement was that we were to groove shakes for them, using their shingles and re-ship them to their customers throughout the different states in the United States.

Q. In other words, North Shore would ship its shingles to you? A. That is right.

Q. At Marysville?

A. Yes, that is right.

(Testimony of John E. Martin)

Q. And then, what exactly would your firm do in Marysville?

A. We would process them and groove them and make shakes out of the plain shingles.

Q. And thereafter what would happen to the shingles?

A. We would ship them on their orders to various customers in the United States.

Q. Directly from your plant in Marysville?

A. Well, some of them would be directly from our plant and some of them were to go to a staining plant in Seattle in transit.

Q. That was not your staining plant?

A. No.

Q. All right, now. Pursuant to that contract, did your plants receive any Canadian shingles from North Shore?

A. Yes, we did.

Q. I hope the examiner will allow me to refer to the North [19] Shore Shingle Company as North Shore. And when did those shingles arrive?

A. On January 11th, 1952.

Q. Do you know what the, what the quality was?

A. Yes.

Q. Was it 1, 2, 3 or less cars? A. One car.

Q. One full car? A. Yes, sir.

Q. Railroad car? A. Yes, sir.

Q. That came by what railroad?

A. Great Northern, directly from British Columbia.

Q. Directly from British Columbia?

(Testimony of John E. Martin)

A. Directly from Vancouver, B. C. From the North, from North Shore, Vancouver, B. C.

Q. Now, at some time on January 11th, did you receive a call from Ralph Stuck? A. Yes, sir.

Q. Where were you at the time?

A. At my office in Chehalis, Washington.

Q. Who is Ralph Stuck?

A. Ralph Stuck is office manager for Sound Shingle Company. [20]

Q. And what did Mr. Stuck tell you?

A. Mr. Stuck told me that the car of Canadian shingles had arrived.

Mr. Flood: I object to what Mr. Stuck told him.

Trial Examiner Royster: As proving the truth of what Mr. Stuck said I think your objection is sound.

Mr. Constantine: I will not offer it for the truth. I will offer it only to show that a conversation occurred, Mr. Examiner.

Mr. Flood: All right, that is already in and admitted.

Trial Examiner Royster: All right, there is a conversation.

Mr. Constantine: May I have the conversation or no?

Trial Examiner Royster: Why?

Mr. Constantine: Well, I would like to show that it lead up to a telephone call with the union officials, your Honor.

Trial Examiner Royster: He had a conversation so then he made a 'phone call.

(Testimony of John E. Martin)

Mr. Constantine: All right.

Q. (By Mr. Constantine): As a result of the conversation with Mr. Stuck did you call up any member of one of these unions or any officers of these unions who are respondents here? [21]

A. Yes.

Q. Whom did you call?

A. I called Mr. Arthur Brown.

Q. And he has already been identified. Where did you call him?

A. I reached him at Bellingham, Washington.

Q. When?

A. On Friday night, January 11th, 1952.

Q. All right, now. Did you have any talk with him?

A. Yes.

Q. That was over the telephone?

A. Yes, sir.

Q. Will you state the substance, if you can, of what the conversation was about?

A. I told Art that the workmen of that Sound Shingle Company had walked off the job because we had brought in a car of Canadian shingles and I understood that they had instructions not to process them from the union. And Art Brown said, "Yes", he said "when you first bought the mill I ordered the boys not to run any Canadian shingles and that if you attempted to bring any Canadian shingles in there that they should walk off the job".

Q. Is that about the substance of the conversation?

A. No, I said "Well, Art, what about the firms down in Seattle; there are three or four of your

(Testimony of John E. Martin)

union mills in [22] Seattle running Canadian shingles. You are letting them run them. Why don't you let us run them?" "Well, we are going to stop them too," he said.

I reached, I reached him at the Union's annual convention in Bellingham, is where I talked to him from, and he said that they had just asked that convention to pass a resolution authorizing the hiring of four more men to do the same thing that Mr. Sarrett has been doing to work in the eastern part of the country to stop the sale and use of Canadian shingles in this country. He said "We have got them stopped in California" and he said "We are going to stop them every place", so "we will stop those firms in Seattle too."

Q. Was there any further conversation?

A. Well, at that time, yes, there was quite a bit but just argument back and forth. I think it was mostly repetition of what has been said.

Q. All right, now. Shortly thereafter, either that day or the next day you instructed Mr. Stuck and arranged for a conference with Mr. Brown? Just say yes or no.

A. Yes.

Q. And was a conference arranged?

A. Yes.

Q. For when?

A. For, I believe, 4:00 o'clock Sunday afternoon, [23] January 13th, 1952.

Q. All right. Now, where was the conversation or the conference scheduled for? What place?

(Testimony of John E. Martin)

A. For the Sound Shingle Company's office in Marysville.

Q. Did you go there on Sunday, January 13th?

A. Yes, sir.

Q. Who else was present when you went there?

A. Well, I went and I was accompanied by my wife and Dick Tidy who is now our superintendent, and when we arrived there Ralph Stuck was there also was Frank S. Barker, my partner.

Q. Now, the union men were not there yet?

A. No.

Q. Did they arrive?

A. Yes. They arrived later.

Q. About what time?

A. About, I would say, between 4:00 o'clock p.m. and 4:30 o'clock p.m.

Q. Who arrived?

A. Mr. Brown and Mr. Uttley.

Q. All right. Was there any conversation at that time?

A. Well, Mr. Brown said that he was too tired to do any talking that afternoon and that he would rather postpone it because one of the men affiliated in the shingle business had died and he wanted to go over there and pay his [24] respects and he would rather postpone this, and I said "Well, come in, Art, I would like to get this shake plant running Monday" which was the next day. I said "We are losing some money" and he said "Well, we will discuss that tomorrow any time that is convenient to you."

(Testimony of John E. Martin)

Q. Is that about all the conversation?

A. That was about all that I can recall at that time.

Q. Was there an agreement made at that time for any meeting the next day?

A. Yes. We arranged for a meeting at 4:00 o'clock the next day. That would be Monday, January 14th.

Q. And was Mr. Uttley there when this meeting occurred?

A. Yes. Mr. Uttley said that he quit work—we wanted to meet originally about 3:00 o'clock and Mr. Uttley said that he was working and would not quit work until about 2:45 o'clock p.m. and he wanted time to go home and to clean up before the meeting.

Q. So Mr. Brown and Mr. Uttley did not stay long? A. No.

Q. They left in a few minutes after?

A. Yes.

Q. Are those the only union, the only union people who came to the office that day?

A. No. There were some other ones that came later.

Q. Who came? [25]

A. Mr. Sarrett.

Q. About how long after Mr. Brown and Mr. Uttley had left?

A. That was, I would say, about within half an hour afterwards. It was probably about 5:00 p.m. or 5:30 p.m.

(Testimony of John E. Martin)

Q. And did you have a talk with or did anyone else in the office have a talk with Mr. Sarrett?

A. Well, I introduced Mr. Sarrett to everybody there. I guess I was the only one who knew him.

Q. When you say "everybody there" were the same people there? A. Yes.

Q. Except for Mr. Brown and Mr. Uttley?

A. That is right.

Q. That is your wife was there? A. Yes.

Q. And Frank Barker? A. Yes.

Q. And Mr. Tidy and Mr. Stuck?

A. Yes.

Q. All right. And you?

A. Yes. And we had some discussion about the situation about the union closing us down and about why we could not use Canadian shingles when the other mills were using them without opposition from the union and Mr. Sarrett said [26] "Well, this is getting too deep for me". He said "You fellows kind of outnumber me". He said "I have a fellow out here in the car that knows probably more about this than I do" and he went out to the car to bring him in.

Q. And he brought someone in?

A. He brought a fellow in and he introduced him as Fred Baker who was a member of the Shingle Weavers' District Council. As I understand it, representing the district from Oregon.

Q. All right. Did you have any conversation with either Mr. Sarrett or with Mr. Baker after that? A. Yes, I did.

(Testimony of John E. Martin)

Q. When I say "after that" I mean after they came in the same day? A. Yes.

Q. All right. A. That same day, yes.

Q. Will you state that conversation?

A. Well, Mr. Baker came in and was introduced to us and I said "Well, Mr. Sarrett went out to get you to kind of back him up on this". I said "We are having a little trouble" and he said "Yes, I know. I am aware of your trouble". And I said "Well, the question, the question we have been trying to find out is why we can't use Canadian shingles when four or five other union shake plants in the [27] Seattle district are using them with the union's consent". And Mr. Baker said, "Well, it is against union policy to permit anybody to use Canadian shingles where we can stop them and I was not aware of the fact that they were using Canadian shingles in Seattle". And he turned to Mr. Sarrett and he said, "Is that true?" And Sarrett said "Yes". He said, "I must admit it is true, but they are using them occasionally." And I said, "What do you mean 'occasionally'? Color Shake Corporation in Seattle is using Canadian shingles almost exclusively". And Mr. Baker turned to Mr. Sarrett and he said, "Is that true?" and Mr. Sarrett said, "Yes, that is true." He said, "Art Brown made some kind of a special deal with them".

Q. Was there any other conversation?

A. Well, yes, there was quite a conversation there. I told them that, I asked them "Well, why do you object to the, to our use of the Canadian

(Testimony of John E. Martin)

shingles"? And they explained that the Canadian shingles were unfair and the reason they were unfair is because they did not have the same wages and the same hours and the same working conditions as the American mills had here under the shingle laborers' union and that until such time as they did have the same wages, hours and working conditions they would oppose the use of Canadian shingles anywhere in this country where ever they could stop it. And they also told me that at the [28] convention from which they were just returning from Bellingham they repeated the same thing that Mr. Brown had told me that they had just passed a resolution up there authorizing the employment of four more men to cover the United States for the purpose of stopping the sale and use of Canadian shingles in the United States.

They repeated that, Mr. Sarrett especially said he had very good success in stopping the sale and use of Canadian shingles in California and that because of that success they thought that it would be worthwhile to hire four more men because he could not possibly cover the United States all by himself, and then I pointed out—

Mr. Flood: Now just a moment, Mr. Examiner. That is a long answer for just one question. A great deal of it is volunteer and self-serving argument.

Mr. Constantine: The question is the conversation, Mr. Examiner.

Trial Examiner Royster: That is what I understood it to be. And I understood that that is what

(Testimony of John E. Martin)

the witness was giving us. The conversation that occurred on this afternoon of January 13th between Mr. Baker and Mr. Sarrett and the witness and others.

Go ahead.

The Witness: I pointed out to Mr. Baker and to Mr. Sarrett that these particular shingles that we had sitting [29] in the car which the union refuses to allow us to process were union made. I said, "This North Shore Shingle Company has a contract with the C.I.O. union up there and they are absolutely union made." And he said, "That does not make any difference to us. We don't recognize the C.I.O. union in Canada."

Q. (By Mr. Constantine): You say that he said. Who was it who said that?

A. Well, Mr. Sarrett.

Q. All right.

A. Mr. Baker backed him up in everything that he said. He concurred with him.

Q. All right. Did they reply to your statement when you said these words, "C.I.O.-made shingles"?

A. Yes. Mr. Sarrett said "Well, that doesn't make any difference to us. We don't recognize the CIO unions in Canada."

Q. Was there any further conversation?

A. Yes.

Q. All right. Let's have that please.

A. I then said, "Well, there are several mills in Canada who have contracts with the A. F. of L. which the Shingle Weavers' Union is affiliated

(Testimony of John E. Martin)

with" and pointed out that one of them was Hunting-Merritt with whom I had done business and asked them would it be alright for us to run shingles [30] from Hunting-Merritt's Mills.

Q. When you say "running" that is a work of art? A. I mean process.

Q. It means process?

A. It means process. To process them and to groove them into shakes.

Q. All right.

What did they reply to that question?

A. Mr. Sarrett said "No". He said, "No, you can't run any Canadian shingles. It doesn't make any difference if they are A. F. of L." And I said, "Well, why not? It is the same union as you have?" "No," he said, "it is not." He said, "They don't have a contract with the Washington - Oregon Shingle Weavers' Council", and he said "They don't pay the same wages or they don't have the same hours, the working conditions as we have." And he said "We have been working on them for quite some time to get their standard up to ours and until such time as we, we can get the mills to sign a contract with us and agree to the same wages, hours and working conditions we absolutely won't allow you to run them".

Q. Was there any other talk?

A. I cannot recall any more after that point. There was a lot of talk in between but I can't recall anything else.

Q. Did either one of them mention this, specific

(Testimony of John E. Martin)

wages [31] or the specific hours or working conditions which they claimed were different from that in America?

A. Well, yes. In the course of the conversation they did say that their long hours, eight hours a day is what they are working and they considered that long hours.

Q. Eight hours a day where?

A. In Canada. They are working eight hours a day in Canada. And what they wanted to do is to get this down to a six-hour day like we have in the States here and a thirty-hour week, and there was not any mention made of the exact amount of wages but they say "those low wages" and they always refer to it as "that cheap foreign competition".

Q. During this conversation they said that?

A. Oh, yes.

Q. All right.

Now, you stated a moment ago that there was an agreement to meet with the union representatives on January 14th which was the next day, Monday.

A. Yes.

Q. Was such a meeting held?

A. Yes. It was.

Q. Where was it held?

A. At the Sound Shingle Company's office in Marysville, Washington.

Q. At about what time? [32]

A. About 4:00 o'clock in the afternoon.

Q. Who was present there on behalf of the Company?

(Testimony of John E. Martin)

A. Well, Stuck; Dick Tidy and myself.

Q. Now, we will identify them again. Well, Stuck is you office manager and Mr. Dick Tidy is the superintendent. And who was there on behalf of the union? A. Mr. Brown, Mr. Uttley.

Q. They have already been identified? Was there anyone else? A. And John A. Martin.

Q. What is his middle initial?

A. John A. Martin.

Q. And what is his position in the union?

A. He is the shop steward in the shake plant.

Q. In your shake plant? A. Yes, sir.

Q. Sound Shingle's shake plant?

A. Yes, sir.

Q. And was there anyone else?

A. Bill Conrad, the shop steward in our shingle mill.

Q. And when you say "shop steward" you mean shop steward of Local 2580? A. That is right.

Q. Does Sound Shingle have a collective bargaining contract with Local 2580? [33]

A. Yes.

Q. With Local 2580 and the District Council?

A. Yes, we do.

Q. All right. It had at that time?

A. Yes, sir.

Q. Now, was there any conversation when Mr. Brown, Mr. Uttley, Mr. John A. Martin and Mr. Conrad came in? A. Yes.

Q. Do you recall what it was?

A. Yes, I do.

(Testimony of John E. Martin)

Q. Will you give the substance of it?

A. Well, they came in and that was the first time that I had met Mr. John A. Martin and Mr. Bill Conrad officially. I did not know who they were but they introduced me to them and we talked about generalities for a while and finally Art Brown said, "Well, Martin, what have you got on your mind?" And I said, "Well, Art, I would like to get the shake plant running. That is the only thing that I have on my mind." And he said, "Well, if you want to get your shake plant running, the only way that you can do it is to start your own mill up to process your own shingles or to buy American-made shingles. We will never allow you to process any Canadian shingles in this plant". And I asked Art, "Well, why don't you allow us to process them when you allow [34] the other mills in the Seattle district to process them?" And he again repeated the same thing that they had hired four more men at the recent convention in Bellingham to stop the sale and they were going to stop the plants in Seattle from using them too. I then pointed out to Art Brown that we had a contract with the North Shore Shingle Company to process their shingles and to re-ship them and that this was the first car that came in under that contract, and that we had also contemplated building a staining plant because we had also agreed to stain their own shakes for them, and Art Brown said, "Well, if you intend to work on Canadian shingles you had better move your plant somewhere else because we will never let you

(Testimony of John E. Martin)

work on them here". And we had quite a bit of conv—of discussion. I asked Art at one time during the conversation if he was sure he was within his right in calling the boys off of the job and in stopping our use of Canadian shingles. And I said "Maybe, maybe you had better get some legal advice because if you don't let us run this car we intend to take you before the Labor Board." Art coyly said "Oh, that is all right, Martin". He said "If you want to go to court, just go ahead. I was talking to Mr. Hutchinson, the head of the carpenters, or the A. F. of L. Carpenters and Joiners in Indianapolis, Indiana, and he said they have a million and a half dollars fund there just to fight this sort of thing." And he said on several occasions [35] "Why don't you get a car of Canadian shingles in and make a test case of this?"

Mr. Flood: Now just a minute. I didn't quite get your answer. I did not quite understand that answer. Who said it?

The Witness: Mr. Brown told me that if I wanted to take it to court to go ahead because Mr. Hutchinson who, I presume, was the President of the American Federation of Labor, and he mentioned Mr. Hutchinson in Indianapolis said that he had a million and a half dollars in the fund to fight just such a case, and he said—

Trial Examiner Royster: Well, this is all what Brown had told you anyway?

The Witness: Yes. That is right.

Trial Examiner Royster: All right. Go ahead.

(Testimony of John E. Martin)

Q. (By Mr. Constantine): Will you continue?

A. And Art said Mr. Hutchinson had asked him on several occasions why he did not get a car of Canadian shingles in here to make a test case out of it.

Q. You said you presumed that Mr. Hutchinson was President of the American Federation of Labor?

A. Well, he did not mention that he was. But he mentioned Mr. Hutchinson of the Indianapolis office and I found out later. He did not say that Mr. Hutchinson was the President.

Q. Was there any other conversation or further talk? [36]

A. Yes. During the course of the conversation Mr. Brown stated that he had been trying to organize these Canadian mills, trying to get them to agree to the same wages and hours and working conditions that they have here and he specifically mentioned one, a mill operated by a fellow by the name of Meeker. I am not acquainted with the mill myself but that is what he said. It was just about ready to sign up with him because he had been having a lot of trouble selling his shakes in California.

Q. Who is Meeker?

A. Meeker. He has been having a lot of trouble selling his shakes in California due to the fact that it was a Canadian operation and that he wanted to sign up with this union and to go on a six-hour day and to pay the higher wage rate and meet the same conditions as we have here so that the union

(Testimony of John E. Martin)
would not oppose the sale of his shakes in California.

Q. This is what Mr. Brown told you?

A. This is what Mr. Brown was telling us, yes.
I don't know Mr. Meeker myself.

Q. All right. Go ahead.

A. And then so, on three or four occasions during the conversation Mr. Brown reiterated the statements that he absolutely would never permit his union men to work on Canadian shingles in our plant. So, I said, finally I said, [37] "Well, Art, then for the record, you are calling the boys off the job here?" And Art Brown said, "No, let's just say that the boys refuse to work on Canadian shingles." And I turned to Mr. John A. Martin, the shop steward, and I said "How about that, Johnnie?" And John A. Martin turned to Art Brown and he said, "The reason that we refuse to work on Canadian shingles is because you ordered us not." And I turned to Mr. Brown and I said, "How about that, Art?" and Art said, "Well, O.K. For the record, let us have it that way. We absolutely won't allow your boys here to work on Canadian shingles." So we had a little more discussion and Art Brown, I think, Uttley and the two shop stewards left first, and Mr. Brown was on the way out and I said, "Well, listen, Art," I said, "you realize that you are in violation of your contract?" You called the boys off of the job here without following out the provisions provided for in the contract in the 'no-strike no-walkout' clause." He said, "No,

(Testimony of John E. Martin)

we have not violated any contract" and so forth; and we argued that point for a while and we looked up what the "no-strike no-walkout" clause was in the contract and he then went outside and Mr. Utley had already gone outside. I took my flashlight; it was dark by that time, and I took my flashlight to show Mr. Brown the way to the car.

Q. Did you have any further conversation with Mr. Brown after this flashlight showing him to the car? [38]

A. Yes. I returned to the office and stood at the door waiting for him to pull out in the car and they did not pull out and there was, oh, it may have been about a minute or so, Mr. Brown finally said, "Say, Martin—

Q. How far away was he at this time?

A. Oh, about twenty feet; and I was standing right in the doorway of the office and the car was about twenty feet away. He said, "Say, Martin," he said, "We decided that we will give you a letter on that if you want. We will write a letter tomorrow stating our position that we are refusing to allow the boys to work on Canadian shingles." And I said, "Well, Art, it is a little bit late for that; you have called the boys off on Friday already and this is Monday night and we have been down a couple of days." I said, "I think you are a little late in doing that and as far as I'm concerned you don't have to give me any letter." He said, "Well, will you be satisfied if I don't give you a letter?"

"Well," I said, "I'm not saying I'm not, I'm

(Testimony of John E. Martin)

not saying I'm satisfied. You don't have to write me a letter. I think it is too late to do that now." And he said, "O.K." And that is the last that I talked to Art Brown.

Q. Have your shake mills been open since January 11th, 1952?

A. No, it has been down continuously since that time.

Q. And what happened to the Canadian shingles which came [39] to the shake mill on January 11th, 1952.

A. Well, we left that car sit there. It sat on our siding from that time, January 11th until about February 1 or February 2, 1952, waiting to see if we could get it straightened up and get the boys to groove it, to process it.

Q. And what happened around February, 1952?

A. Well, in February of 1952 we moved the car to Chehalis and we sold the car.

Q. The shingles were never processed at your shake plant? A. No, sir.

Q. All right.

I have no more questions, Mr. Examiner.

Trial Examiner Royster: Do you have any questions, Miss Krug?

Miss Krug: I have no questions, Mr. Examiner.

Cross Examination

Q. (By Mr. Flood): When was it that you first entered into the contract with the North Shore?

A. Around the early part of December, 1951.

(Testimony of John E. Martin)

Q. And that was an oral contract?

A. Yes, sir.

Q. Who was present representing the North Shore when the contract was entered into?

A. John L. Gerard.

Q. Who was present with you representing your Company? [40] A. Frank Barker.

Q. And this contract was executed where?

A. We held the conference in, and entered into this agreement in Room 407 of the Camlin Hotel; I think it was Room 407 but it was at the Camlin Hotel anyway.

Q. How long had you known Mr. Gerard?

A. About three years.

Q. You had had other business dealings with him, had you not? A. Yes, sir.

Q. That was in connection with the Perma plant in Chehalis? A. Yes, sir.

Q. Of which you are manager?

A. I am manager of the West Coast division.

Q. That is officially known as the Perma Products Company? A. Yes.

Q. And, Mr. Barker, your associate at the Sound Shingle is also an official of that company?

A. Yes.

Q. Of the Perma Company? A. Yes.

Q. Does Mr. Barker likewise live in Chehalis, or where does he live?

A. He lives in Cleveland, Ohio. [41]

Q. Does he spend some time in Chehalis?

A. Yes.

(Testimony of John E. Martin)

Q. He has a residence, does he not, when he is in Chehalis? A. No.

Q. You do have a residence in Chehalis?

A. Yes.

Q. Now, by the terms of this oral agreement, do I understand that the Sound Shingle agreed to accept shipping of the North Shore Shingle, to groove them for North Shore and then to deliver them to North Shore's customers?

A. That is right, not to deliver them but to reship them.

Q. To reship them.

This carload that you received, who was the consignee in the carload?

A. The Sound Shingle Company.

Q. And what was to be your practice with regard to shipments after you had grooved these shingles? Were you the consignor or was the North Shore the consignor?

A. The North Shore Shingle Co. was the consignor. The North Shingle Company was the shipper. They were to be reshipped in the name of the North Shore Shingle Co.

Q. And this carload that you received was shipped to you to be grooved to cover what orders?

A. (No answer.) [42]

Q. Well, were they to be shipped to Oregon?

A. To Dant and Russell Company in New York.

Q. Now, by the terms—do you know that Company?

A. No, I had never had any dealings with that

(Testimony of John E. Martin)

Company, myself, and I am acquainted, I guess, with one of their representatives. I met him one time but I never had any dealings with them.

Q. But the Perma Company in Chehalis ships to Dant and Russell, do they?

A. No, never. We have never shipped a car to Dant and Russell, no.

Q. Now, what was the agreement with respect to your compensation for grooving those shingles?

A. Well, we were to get the difference between the market price—

Mr. Constantine: Wait a minute. I don't quite understand the nature of that question. They want to know how much he was going to get for grooving the shingles. I don't see how it is material to any issue.

Mr. Flood: Well, I think it is very material. I think we are entitled to know the entire contract. If part of it has been put in we are entitled to know the entire contract.

Mr. Constantine: He is entitled to know whether he was to be compensated or not but the amount of the compensation is not material to any issues here, your Honor. [43]

Trial Examiner Royster: I think you are right. I will sustain the objection.

Q. (By Mr. Flood): Now the first time that you ever told any representative of the union or Art Brown about that contract was that Sunday afternoon, wasn't it, January 13th?

A. I don't remember if I have ever told any-

(Testimony of John E. Martin)
body, any of the union officials anything about it
prior to that time.

Q. May I ask you whether the Perma Company
in Chehalis also purchases or processes shingles for
North Shore? A. We purchase—

Mr. Constantine: Wait a minute. I don't quite
see the relevancy of the Perma Products Co. in
connection with the Sound Shingle, your Honor.

Mr. Flood: In keeping with the distinguished
tradition which counsel himself has established we'll
connect it up.

Trial Examiner Royster: Quickly? Or eventu-
ally?

Mr. Flood: Well, as quickly as I can in my
rather clumsy way.

Trial Examiner Royster: All right.

Mr. Constantine: May I have a standing objec-
tion to this pursuant to your instructions?

Trial Examiner Royster: Yes, subject to a mo-
tion to strike.

Mr. Constantine: On everything pertaining to
Perma Products Company. [44]

Trial Examiner Royster: All right. Go ahead.

Q. (By Mr. Flood): That is correct, is it not?

A. What was the question again?

Q. That the Perma Company in Chehalis has
processed shingles received from North Shore?

A. Yes, we have but not on a custom grooving
basis; on an outright purchase.

Q. Now then, these shingles that you purchased
from North Shore, these shingles that you agreed

(Testimony of John E. Martin)

to process for North Shore that were shipped in on January 11th, 1952, in this Great Northern car, did they have what is known as a certigrade label attached thereto?

A. I don't know because I never saw the shingles myself.

Q. Are you familiar with the operation of the shingle mill and the shake plant at Marysville, Washington? A. Yes, sir.

Q. It is a fact, is it not, that you use the union label on each and every bundle of shingles or shakes that you manufacture up there up to January 11th?

A. I could not swear that we did put it on every bundle but it was my understanding that the union insisted that any shingles processed or manufactured there carried the union label.

Q. And you attempted to conform to the union label requirement that every bundle carry the union label? [45]

A. Well, we did not conform. It was my understanding that this union label business was carried out solely by the members of the local union on instructions from the union. At one time, to go a little further on that, at one time I raised the question with Jack Butters.

Q. Well, that is not responsive.

Trial Examiner Royster: All right. Just confine yourself to the question.

Q. (By Mr. Flood): So that the shingles that you received from North Shore in this particular shipment would have, if the manufacturing process

(Testimony of John E. Martin) of grooving had been completed, would have necessarily borne the union label, would they not?

Mr. Constantine: I object, your Honor.

Trial Examiner Royster: It certainly is contrary to the testimony so far. I will sustain the objection.

Perhaps I should say it finds no support in the testimony to this point.

Q. (By Mr. Flood): I understand you, do I not, to say that the union insisted that any shingle that they manufactured bear the union label? You have just told me that, haven't you?

A. I just said that was my understanding but I also said I could not swear to the fact that it was on all of them because I was not there at the plant all of the time.

Q. Prior to this carload shipment have you ever processed [46] grooved any other shingles for any other company other than your own?

A. Well, do you mean—

Q. (Interposing) On the processing service basis, such as you, such as your contract here?

A. To custom groove them?

Q. Yes. A. No.

Q. Well, now, as a matter of fact, you know, do you not, that any shingle that was grooved by the union would have to have the union label otherwise the union would not work on it? You knew that, did you not?

Mr. Constantine: I object to that, Mr. Examiner.

(Testimony of John E. Martin)

Trial Examiner Royster: Let him answer. I will overrule the objection.

Mr. Flood: Mr. Constantine, may I ask whether you could produce for, from your files the copy of the union label agreement that we furnished you.

Mr. Constantine: Yes, I will be glad to.

Q. (By Mr. Flood): Mr. Butters was your superintendent? A. At that time, yes.

Mr. Flood: I think I furnished you with a photostat of that, did I not?

Mr. Constantine: No, I have a copy of it.

Mr. Flood: I wish to have the official reporter please [47] mark this for identification as Respondents' Exhibit No. 1.

(Thereupon the document above referred to was marked Respondent's Exhibit No. 1 for identification.)

Q. (By Mr. Flood): Showing you Respondent's Exhibit No. 1 for identification, is that not a copy of the agreement that you entered into with the union with respect to your union label, with respect to their union label? A. No, sir.

Q. Do you have a copy of the agreement?

A. No, sir. We never signed any. The only man authorized to sign agreements at our plant is Mr. Ralph Stuck.

Mr. Flood: I move that that be stricken as volunteered and not responsive.

Trial Examiner Royster: All right. "The only man authorized" and so forth may be stricken.

(Testimony of John E. Martin)

Mr. Flood: I still will connect this up by a later witness.

Mr. Flood: And on your objection as to the identification, I will locate the original.

Mr. Constantine: I don't object to the identification. I am objecting to any offer of it, your Honor.

Trial Examiner Royster: Well, it has not been offered.

Q. (By Mr. Flood): You say you knew Mr. Sarrett? [48] A. Yes, sir.

Q. You had known him for how long?

A. Oh, possibly a year or so prior to this incident.

Q. And was it December, 1950, about—when was it you had your conversation with Mr. Sarrett in Chehalis?

A. With reference to this particular case about the latter part of January. It could have been the early part of February but it was about that time; just shortly after we acquired the Sound Shingle Company.

Q. That was 1951? A. Yes.

Q. You had known Mr. Sarrett prior to that time, hadn't you?

A. Yes. I'd say about a year or so before that.

Q. And when he talked to you at Chehalis in January, 1951, you had not yet purchased the Sound Shingle at Marysville?

A. Yes, we had. Mr. Barker and I had purchased the assets and then we had formed a corporation

(Testimony of John E. Martin)

with he and I as the sole stockholders with the exception of one share to the attorney that was handling the deal as one of the incorporators.

Q. This conversation took place at your office, at the manager's office of Perma Products Company in Chehalis, did it not?

A. That is right.

Q. Did you say there was quite a bit of other conversation [49] besides what you told us about?

A. Yes.

Q. That had to do with the settlement of a dispute between your company in Chehalis and the union over the illegal use of the union label on shipments to California, did it not? A. No, sir.

Mr. Constantine: I object to the question, your Honor.

Trial Examiner Royster: I will sustain the objection. The answer may go out.

Mr. Flood: For the record, your Honor. I have several further questions that I will agree that the witness may pause until counsel makes his objections that I am confident he will make.

Trial Examiner Royster: Go ahead.

Q. (By Mr. Flood): That was the time when you were settling your litigation with the union over the illegal use of the union label, was it not?

Mr. Constantine: I object, but first it may be, there is no ground for my objection but I want to know what you mean by "you." Does he mean Perma Products Company or does he mean Sound Shingle?

(Testimony of John E. Martin)

Trial Examiner Royster: When you say "you" were settling, do you mean Perma Products or Sound Shingle?

Mr. Flood: As far as I am concerned I am talking about [50] this gentleman, whatever his function may have been.

The Witness: I never had anything to do with it.

Mr. Constantine: Well, if he is going to go on a fishing expedition I am going to object, your Honor. I want to know what he is talking about. Is he talking about Sound Shingle or Perma Products?

Trial Examiner Royster: And you say you are just talking about what this man was doing? Well, I will sustain the objection. I think Brother Utley could not have referred to Sound Shingle at that time, it not having begun operations.

Mr. Flood: This is preliminary, your Honor, for an offer of proof.

Trial Examiner Royster: All right.

Q. (By Mr. Flood): Who is Mr. I. E. Phillips, Mr. Martin?

A. He is President of the Perma Products Company.

Q. Do you know him? A. Yes.

Q. Are you familiar with the litigation in the United States District Court for the Southern Division, in Tacoma, Washington, between the Washington-Oregon Shingle Weavers' District Council and Perma Products Company with respect to

(Testimony of John E. Martin)

Perma Products Company's use of the union label?

Mr. Constantine: I object.

Trial Examiner Royster: Sustained.

Q. (By Mr. Flood): Are you familiar with the facts—[51] pause for objection—are you familiar with the fact that the Perma Products Company drew a stipulation, executed by their attorneys, and Mr. I. E. Phillips entered into stipulation of dismissal of the litigation on January 2, 1951?

Mr. Constantine: I object to that and may I have a standing objection, Mr. Examiner?

Trial Examiner Royster: Yes. All right. I will sustain the objection.

Mr. Flood: This is in connection with my offer of proof.

Mr. Flood: I ask the reporter to please mark this as Respondent's Exhibit No. 2 for identification.

(Thereupon the document above referred to was marked Respondent's Exhibit No. 2 for identification.)

Trial Examiner Royster: All right. Let's take a five-minute recess.

(Short recess.)

Trial Examiner Royster: The hearing will please come to order.

Mr. Flood: Mr. Examiner, it has just occurred to me, I wonder if I am incorrect about this but I don't recall that the witness was sworn, was he?

Trial Examiner Royster: He was.

(Testimony of John E. Martin)

Mr. Flood: Thank you. Then, I just wanted to be sure [52] of that.

Q. (By Mr. Flood): Bear in mind, Mr. Martin, that you are entitled to pause until your counsel objects to my next question because I am still on the same subject and I am not seeking to defy the court rules; I am merely seeking to make a record preparatory to an offer of proof.

How long have you been manager of the Perma Products Company in Chehalis?

Trial Examiner Royster: Are you objecting to this also?

Mr. Constantine: Yes.

Trial Examiner Royster: I think you had better interpose your objections as the questions are asked.

Mr. Constantine: All right. I will object to it.

Trial Examiner Royster: The objection is sustained.

Q. (By Mr. Flood): You were manager during the year 1950 and 1951?

Mr. Constantine: I will object.

Trial Examiner Royster: The objection is sustained. Could you make a narrative offer of proof of all of this Mr. Flood?

Mr. Flood: Yes, I perhaps could, yes.

Trial Examiner Royster: All right, go ahead.

Mr. Flood: I have just one more item.

Trial Examiner Royster: All right, go ahead.

Q. (By Mr. Flood): At this time I will ask

(Testimony of John E. Martin)

the official [53] reporter to please mark this document as Respondent's Exhibit 3.

(Thereupon the document above referred to was marked Respondent's Exhibit No. 3 for identification.)

Q. (By Mr. Flood): I am showing you, am I not, a part of a carton in which the shakes from the Shakertown Sidewall Shakes are shipped as manufactured by the Perma Products Company in Chehalis?

Mr. Constantine: Now, wait a minute; is that something that has been identified?

Trial Examiner Royster: He is trying to get it identified now.

Mr. Constantine: Well, is it offered?

Mr. Flood: I am trying to identify it a little further.

Mr. Constantine: Well, the thing speaks for itself, Mr. Examiner. I want to know if he is going to examine the witness on it because if he is I want to object.

Mr. Flood: I certainly am entitled to ask this witness if he knows whether this portion of the carton is a carton in which the Perma Products Company ship their stained shakes from their plant in Chehalis.

Trial Examiner Royster: All right, now that is the question to the witness?

Mr. Flood: That is the question. [54]

Mr. Constantine: I object.

(Testimony of John E. Martin)

Trial Examiner Royster: All right. The objection is sustained.

Q. (By Mr. Flood): I have one further question. No, I will withdraw the question.

Now, then, the offer of proof is this, your Honor, that Mr. Martin for a number of years, the exact number of years I don't know but I do know that it included 1949 and 1950 and 1951 and up to the present is manager of the Perma Products plant in Chehalis, Washington. It is a plant which stains shingles. It operates non-union. It has no contract with the respondent union here, the Washington-Oregon Shingle Weavers' District Council. It did, however, purchase shingles from a shingle manufacturer in Seattle, M. R. Smith, to which were attached the respondent union's labels and after having stained them in his plant that operates unfair to the respondent union, after having stained them in Chehalis, shipped them in interstate commerce and particularly to Sacramento, California, in carload lots with the carpenters' label attached thereto. That when that was discovered it was called to Mr. Martin's attention by Mr. Sarrett. The company disclaimed any contact with that territory and denied that they were engaged in that practice but when Mr. Sarrett finally furnished the proof and brought this carton and the union label attached thereto to Mr. Martin's attention, litigation [55] which was then pending was immediately settled on the stipulation that the company

(Testimony of John E. Martin)

would cease and desist from using the union label thereafter.

Trial Examiner Royster: Does that conclude your offer of proof?

Mr. Flood: Yes.

Mr. Constantine: I move to reject the offer of proof.

Trial Examiner Royster: The offer of proof is rejected.

Q. (By Mr. Flood): This carload of shingles that you received in, from North Shore January 11th remained on the spur there for ten days or a couple of weeks and then you shipped it to the Perma Products Company in Chehalis, Washington? Did you not? A. I believe so.

Q. Is Mr. John L. Gerrard one of the owners of the North Shore Company? A. Yes.

Q. Are there others?

A. Well, it is a corporation. I imagine—I don't know for sure who the owners are. I do not have the least idea who the other stockholders are, if there are any, but I presume there are.

Q. Now, I understood you to say that at this meeting Monday afternoon, January 14th, at 4:00 o'clock p.m., a Mr. Conrad and a Mr. Martin were there. Mr. Conrad as shop [56] steward of the shingle mill and Mr. Martin as shop steward of the shake plant. A. Yes, sir.

Q. And you have not seen him before? You did not know him before?

A. I did not know him before, no.

(Testimony of John E. Martin)

Q. In your testimony on direct examination I understood you to say that after discussing the matter with Mr. Brown that Mr. Brown said that these men merely refused to work on Canadian shingles and you then turned to Mr. Martin and you said, "Johnnie, how about it?" A. That is right.

Q. So that the first time that you met Mr. Martin you addressed him as Johnnie?

A. Everybody calls him Johnnie there in the company.

Q. You did not know that before, you did not know Johnnie before.

A. Yes, I had heard Ralph mention his name quite a number of times to me when I was up there but I had never met him that I remember of.

Q. Now, when you called Mr. Brown, that was on a Friday afternoon or on a Friday evening on January 11th? A. Right.

Q. And you told Mr. Brown that the men had walked off of the job, did you not? A. Right.

Q. And Mr. Brown told you that he was attending a convention and would come down and talk to you about it at the conclusion of the convention on Sunday or Monday?

A. No. That is not, that is not right; not at that time.

Q. What did he tell you?

A. He told me that we could not run Canadian shingles.

Q. You were calling from Chehalis, were you not? A. Yes, sir.

(Testimony of John E. Martin)

Q. From your home or from the office of the Perma Stain Company? A. From my home.

Q. At that time, how many shifts were you operating in the shake plant?

A. Well, we had been operating three shifts up until the time that we ran short of shingles.

Q. When did you close down the shingle mill?

A. (No response.)

Q. Or when did you lay off the men in the shingle mill?

A. In, I believe, about the 1st of November.

Q. You had at that time an inventory of cedar on hand with which to manufacture shingles, did you not?

Mr. Constantine: Mr. Examiner, does it make any difference whether he had an inventory or not? I do not see the materiality of it. [58]

Trial Examiner Royster: I don't know.

Mr. Flood: Well, for what it may be worth, I have in mind Article VI of the contract which is not in evidence as yet and perhaps I should put it in.

I will ask the official reporter to please mark this document as Respondent's Exhibit No. 4.

(Thereupon the document above referred to was marked Respondent's Exhibit No. 4 for identification.)

Q. (By Mr. Flood): Does the Sound Shingle Company participate in the Joint Industrial Relations Board?

A. Yes, we have.

(Testimony of John E. Martin)

Q. And up to the present time you do? You have not withdrawn from it? A. No.

Q. The collective bargaining contract that you spoke about on direct examination is the contract that I show you marked as Respondent's Exhibit No. 4, is it not? A. Yes.

Mr. Flood: I will offer it in evidence.

Mr. Constantine: The whole contract? How much do you offer, Mr. Flood?

Mr. Flood: Just a minute. Let me have the advice of my counsel here.

Mr. Ward: The whole contract. [59]

Mr. Flood: The whole contract.

Mr. Constantine: All right.

Trial Examiner Royster: Without objection respondent's Exhibit is received in evidence.

(The document heretofore marked Respondent's Exhibit No. 4 for identification, was received in evidence.)

[See pages 39-62 of this printed Record.]

The Witness: May I see it? Was that the one that we signed? Is that the contract that we signed?

Mr. Flood: As far as I know it is.

That will be all the testimony.

Mr. Constantine: I did not object on the ground that I thought it was a signed contract. I have one that he can put in if he wants to, Mr. Examiner. I would rather have the original go in.

Trial Examiner Royster: Well, if there is agreement, and it appears there is.

(Testimony of John E. Martin)

Mr. Flood: It is an exact copy of the signed contract.

Mr. Constantine: But the signatures are important to me also.

Mr. Flood: I will ask you to produce the original.

Mr. Constantine: May I offer this in its place, Mr. Flood?

Mr. Flood: Yes, sir.

Trial Examiner Royster: It is received in evidence. [60] Respondent's Exhibit No. 4 is in evidence and there has been a substitution but Respondent's Exhibit No. 4 is in.

Mr. Constantine: Thank you.

Q. (By Mr. Flood): Mr. Ralph Stuck was your business, is your business manager and has been your business manager at Marysville?

A. Yes, sir.

Mr. Flood: A problem will arise in this case, Mr. Examiner, with respect to the significance of Article VI and it is in connection with that Article that I will ask my question, my last question.

Trial Examiner Royster: All right.

Mr. Flood: Which, I think, will make my last question material.

Will the official reporter please read my last question?

(The question was read as follows):

"Q. You had at that time an inventory of cedar on hand with which to manufacture shingles, did you not?"

(Testimony of John E. Martin)

Trial Examiner Royster: Now, this is in connection with the closing of the shingle mill that was testified to in November of 1951?

Mr. Flood: Yes. That contract embraces both the shingle mill and the shake plant and it covered an operating unit.

Trial Examiner Royster: Well, now, is it the position of [61] the union that the employer here violated the contract and that the labor dispute stems from such violation?

Mr. Flood: Well, previously, briefly, it is the position of the union, among other considerations, that that article in the contract protects the union against working on non-labeled products.

Mr. Constantine: By that article, I assume, to make the record clear, Mr. Examiner, that Mr. Flood is referring to Article VI of the Collective Bargaining Contract?

Trial Examiner Royster: Yes, which is in evidence as Respondent's Exhibit No. 4.

Mr. Flood: And specifically Paragraph (c).

Trial Examiner Royster: Well, I can understand a defense based on that, Mr. Flood, but I don't see the connection between such a defense to the alleged conduct of the union and its members in January, 1952, relating back to the closing of the shingle mill in November, 1951; that is where my confusion arises.

Mr. Flood: All right, to pin-point it I will ask the witness this question.

Q. (By Mr. Flood): You had on January 11th,

(Testimony of John E. Martin)

1952, a very considerable inventory of cedar on hand, did you not?

Mr. Constantine: I will object.

Trial Examiner Royster: I will overrule the objection.

The Witness: What do you mean by cedar, please? [62]

Q. (By Mr. Flood): Well, probably you know more about cedar than I do.

Trial Examiner Royster: Well, you don't understand the question?

The Witness: No, I don't know just what he is referring to.

Q. (By Mr. Flood): You are not able to tell the court or me what cedar means?

A. Well, I don't know who I am to tell you what it means.

Trial Examiner Royster: Well, you have something in mind in asking the question, Mr. Flood. Now please advise the witness.

Mr. Flood: Well, I am not too concerned about it because I am going to put in proof by the witnesses although frankly I thought he would be, he would be frank enough to admit it.

Mr. Constantine: I don't think that this is the time for counsel to characterize the conduct of the witness, Mr. Examiner.

Trial Examiner Royster: All right, it will be ignored.

Q. (By Mr. Flood): Did you on January 11th,

(Testimony of John E. Martin)

1952, have any stock on hand out of which shingles or shakes could be made or grooved?

Mr. Constantine: I object.

Trial Examiner Royster: Overruled. [63]

The Witness: We did not have any stock on hand out of which we could process shakes.

Q. (By Mr. Flood): The stock that you had on hand was stock out of which you would have manufactured shingles?

A. I don't recall whether we had any. You are referring to logs now, I guess, are you? That is what you make shingles out of.

Q. Well, you told me you did not know what cedar meant.

A. You cut shingles out of logs.

Q. You told me you did not know what cedar meant so I made it more general and called it stock.

Mr. Constantine: Mr. Examiner, I submit there is no question for the witness.

Trial Examiner Royster: Perhaps there is not; I don't know.

Mr. Flood: Will the reporter please read my last question. It is true that it is leading, but I have a right to lead on cross examination.

(The question was read as follows:

"Q. The stock that you had on hand was stock out of which you would have manufactured shingles?" "A. I don't recall.")

Q. (By Mr. Flood): Is there anything about that that would render it difficult for you with your business experience to answer? [64]

(Testimony of John E. Martin)

Trial Examiner Royster: He answered, he said he did not recall.

Q. (By Mr. Flood): Oh, that is your answer that you don't recall?

A. That would be logs; you make shingles out of logs. I was not trying to be funny. I just did not know whether you meant shingles or whether you meant logs when you said cedar, Mr. Flood. That was the thing. Now, if you say logs, I don't know if we had logs on hand at that time. I knew we did have shingles but these shingles were green and we could not dry them and you have to have good dry shingles before you can use them for shakes. Now, that is the situation.

Q. (By Mr. Flood): You say that you had done business with Hunting-Merritt in Canada?

Mr. Constantine: I don't like to interrupt and I am not doing so to be impolite but if Mr. Flood has finished with that line of questioning I should like to make a motion to strike, Mr. Examiner, please.

Trial Examiner Royster: Well, I will deny the motion to strike. I am not entirely clear in my own mind as to the meaning of Article VI.

The Witness: What was the question?

Q. (By Mr. Flood): You say that you had done business with Hunting-Merritt and not as Sound Shingle Company.

A. I had never done business with Hunting-Merritt as the [65] Sound Shingle Company. I know them.

(Testimony of John E. Martin)

Q. You have done business with them as a representative of Perma Products Company?

A. Yes.

Q. Now, as a matter of fact, when Mr. Garrett called on you he told you, did he not, that Canadian shingles were unfair because they did not bear the union label and that his concern was union label?

A. No. Nobody ever mentioned any union label to us at all.

Mr. Flood: Will your Honor pardon me for just a moment?

Trial Examiner Royster: Surely.

Mr. Flood: Is Mr. Stuck here in the courtroom?

Mr. Stuck: Yes.

Q. (By Mr. Flood): He was present at the time of that conversation, was he not?

A. Which conversation are you referring to? Are you referring to Sunday afternoon?

Q. Yes. A. Yes, he was there.

Q. Now, are you going to call Mr. Stuck as a witness?

Mr. Constantine: I don't know, Mr. Flood. I may.

Mr. Flood: Well, he is in the courtroom and I will ask him to be instructed to remain because I am not sure [66] whether—

Trial Examiner Royster: Well, I will give you a subpoena for him if you want it.

Mr. Flood: If counsel is unwilling to assure me that he will remain I will ask for a subpoena.

Trial Examiner Royster: Why don't you just

(Testimony of John E. Martin)

ask Mr. Stuck if he will be available to you. He is right here in the courtroom.

Mr. Flood: Where is Mr. Stuck?

Mr. Stuck: Right here.

Mr. Flood: Will you remain, Mr. Stuck, for this hearing?

Mr. Stuck: Yes.

Q. (By Mr Flood): You do not live in Marysville at all, do you? A. No.

Q. You live in Chehalis? A. Yes, sir.

Q. And you just take occasional trips to Marysville? A. Yes, sir.

Q. You spend the most of your time in the Perma operation in Chehalis, do you not?

A. Yes, sir.

Q. The operation of the Sound Shingle plant at Marysville you leave to your superintendent?

A. No, to Ralph Stuck.

Q. Mr. Ralph Stuck? A. Yes.

Q. You usually don't concern yourself with the operational details at all, do you, with the operational details? A. Well, now——

Q. The words "at all"?

A. Yes, yes, I do. I am not there very often but I certainly watch it.

Q. That is largely by watching the profit and loss account?

A. Well, we get reports every day, surely, but the actual business management, the business end, is in the hands of Mr. Ralph Stuck and it always has been.

(Testimony of John E. Martin)

Q. Do you know it to be a fact, don't you, that some time after January 11th, 1952, a week or so after that, you opened the shingle mill again?

A. Yes.

Q. And it continued to operate for a couple of months; how long?

A. No, I don't think so. We started up about the last week in January. We operated during in February and we closed the shingle mill down about March 18, 1952, on or about.

Q. During that time the mill was staffed with Shingle Weaver personnel from the local union, the respondent union? A. That is right.

Q. They never declined to work for you in the shingle mill? A. No.

Q. Your shingle products, however, were manufactured out of local stock?

A. Oh, I do not know what you mean by local stock. They were the logs that you are referring to again. You manufacture shingles out of logs.

Q. All right. I want to avoid the technicalities.

A. Well, it is hard telling where they come from. There is a lot of shingle mills get logs from Canada and run CIO Canadian logs into shingles, lots of them do.

Q. I am talking about your shingle mill and your shingle operation.

A. Well, I don't know—

Q. In other words, that operation from January until you closed down in March, when, March 18th?

(Testimony of John E. Martin)

A. Approximately, on or about that time.

Q. That operation was just the same as the operation had been from the time you opened the mill? A. Yes, that is right.

Q. And as long as you operated on your own shingle mill you had no difficulty with the union over the grooving plant, did you?

A. Just threats. [69]

Mr. Constantine: I did not hear the answer.

The Witness: Just threats; no actual trouble.

Q. (By Mr. Flood): Those threats were what?

A. Well, one of them was to the effect that if we continued this case, they would take the union's label away from us in the shingle mills and that would mean that the boys would walk out of the shingle mill too.

Q. Well, that is subsequent to this litigation?

A. Yes, that is right.

Q. That was during the operation from January to March 18th, 1952.

A. Well, some time after we, I don't know whether that threat was made, whether that was made before we resumed the operation in the shingle mill or not. I think it was after that time.

Q. It is a fact, however, that they have never withdrawn the union label? A. No.

Q. And during the operation from January to March 18th they used the label in exactly the same way as they used it before without any interference from the union?

A. Well, I presume so. I was not there.

(Testimony of John E. Martin)

Q. That is your best knowledge?

A. I presume so. We did not have any trouble as I stated in the first place. [70]

Q. There never was any picket line around there at all, was there? A. No.

Q. Now, several of the men, how many employees are there in the shake plant?

A. I believe about nine.

Q. And about four of them at least have continued to work for you since, have they not?

A. Not in the shake plant. We put them to work in other places.

Q. Well, you have not been operating the shake plant?

A. No; we put them at various jobs.

Q. So you continued them at work in other jobs?

A. That is right.

Q. And some of them even worked in the shingle mill while you were operating the shingle mill, did they not?

A. Not that I know of; none of the shake plant's boys worked in the shingle mill that I know of.

Q. Well, you say that Mr. John A. Martin did not work in the shingle mill.

A. No, not that I know of.

Q. If he did you do not know of it?

A. Well, no, I don't know of it if he did.

Q. Of course you are not there often enough to know who worked every day or not, are you? [71]

A. Of course, that would not make any difference. It would not make any difference to me.

(Testimony of John E. Martin)

Q. It would not make any difference. He was perfectly entitled to work.

A. Yes. I don't know whether he did or not. I had no trouble with the boys at all.

Q. The Sound Shingle Company is not a partnership; it is a corporation?

A. The Sound Shingle Company is a partnership.

Q. I had understood you to say it was a corporation.

A. I said we had started it; we bought it in January and formed a corporation and then my opening testimony was that beginning in April it was operated as a partnership. We dissolved the corporation March 31st.

Mr. Flood: I have no further questions.

Re-direct Examination

Q. (By Mr. Constantine): I would like to have one matter cleared up. Mr. Martin, in response to a question from Mr. Flood, you stated that there was no trouble with the, in the grooving plant between January and March 18th.

A. That's right, no trouble with the boys.

Q. Between January and March?

A. We did not work. We did not work in the grooving plant during that period.

Q. And was there some reason why the grooving plant did [72] not work?

A. Well, the boys—

(Testimony of John E. Martin)

Mr. Flood: That is immaterial. The testimony is, "They did not work."

Trial Examiner Royster: The objection is overruled. You may answer.

The Witness: From January 11th until February 1st we tried to induce the boys to go back to work because we had this car of Canadian shingles that we wanted to process. We did not have any orders for any shakes direct to direct customers of our own, and we have not had since that time. The only orders that we have had are these orders to custom groove for North Shore Shingle Company and that is the boys refused to work on the Canadian shingles and that is why we have been down from that time until now.

Q. That is to say that when you make shingles in your own plant you can also groove those shingles if you have orders from someone who wants shakes?

A. Or if they are dry enough but in our particular case even if we would have wanted to have dried them we could not get them dried right. Our kilns were not working. We could not get the steam up so they were not suitable for grooving even had we had an order for them.

Q. That is order from your own customers?

A. From direct customers, yes. [73]

Q. But the arrangement with North Shore was a different arrangement, that is, you grooved their shingles and not your own.

A. Well, that was the general set-up for their

(Testimony of John E. Martin)

customers. They had the customers. We did not have them.

Q. The shingles came to you from North Shore?

A. From North Shore.

Q. The contract did not provide that you make the shingles and then groove them?

A. No, oh no.

Q. All right.

Mr. Constantine: That is all.

Trial Examiner Royster: Is there anything further?

Cross-Examination

Q. (By Miss Krug): Mr. Martin, do you know who ordinarily put the union label on the shakes that were manufactured by Sound Shingle Company?

A. Well, I never personally saw a label applied.

Trial Examiner Royster: Well, if you do not know I think that that is your answer.

Q. (By Miss Krug): Did you ever instruct anyone to apply it? A. Never.

Q. Did you ever forbid anyone to apply it?

A. Never.

Q. Did you ever give any instructions with reference to [74] the use of the union label in the Sound Shingle Company?

A. Well, the only reference, the only discussion that I ever had I had with Mr. Jack Butters, our superintendent, and it seemed foolish to me—

(Testimony of John E. Martin)

Q. Well, that is not quite responsive. Did you ever give any instructions?

A. No, never, in no way, shape or form.

Miss Krug: That is all the questions that I have. I have no further questions.

Mr. Flood: I have a question or two, if you please.

Re-cross Examination

Q. (By Mr. Flood): What you agreed to do for North Shore then was just to render the service of grooving the North Shore shingles? That is what it comes to, is it not?

A. Yes, that is what it amounts to.

Q. That is what you call custom-grooving?

A. Well, yes. It is practically a custom-grooving operation.

Q. Now in your conversations with Art Brown Sunday afternoon or Monday afternoon you asked Art Brown, you say, as I understood you to say, whether you could import shingles from Hunting-Merritt?

Miss Krug: I believe that is improper cross, re-cross examination. I believe.

Trial Examiner Royster: I will overrule the objection. [75]

The Witness: Now what was your question again, Mr. Flood?

Q. (By Mr. Flood): You asked Art Brown about handling or processing shingles made by

(Testimony of John E. Martin)

Hunting-Merritt which you told Mr. Brown was an A. F. of L. operation in Canada?

A. Yes.

Q. And you say you mentioned them because you had done business with them before?

A. Well, not as Sound Shingle Company, as I stated before.

Q. Was that custom-grooving or was that, that outright purchasing?

A. It was not mentioned; I don't believe at that particular time with Mr. Art Brown there was not any mention made of whether or not it was with reference to Hunting-Merritt as to whether or not it would be custom-grooving or an outright purchase. In fact it would not be custom-grooving with Hunting-Merritt.

Q. Are you familiar with the North Shore operation? A. Do you mean with their mill?

Q. Yes. A. Yes.

Q. They have a shake plant just the same as you have in Marysville? A. Yes.

Q. Do they have a staining plant as well? [76]

A. No.

Q. They have a shingle mill and a shake plant just as you have? A. That is right.

Mr. Flood: That is all.

Re-direct Examination

Q. (By Mr. Constantine): On your custom grooving and on your shake processing, that is all done in the shake plant, is that right?

(Testimony of John E. Martin)

A. That is right. ,

Q. The shingle mill does not do any of that work?

A. No. It has nothing to do with it.

Mr. Constantine: All right, I guess that is all.

Trial Examiner Royster: That seems to be all then, Mr. Martin.

Mr. Flood: Just a minute.

Trial Examiner Royster: He is not going to run away. If you want to question——

Mr. Flood: Yes, I have a question.

Re-cross Examination

Q. (By Mr. Flood): For what other companies other than North Shore had you done custom-grooving?

Mr. Constantine: I object.

Trial Examiner Royster: The objection is sustained.

Mr. Flood: That is all [77]

Trial Examiner Royster: The witness is excused.

(Witness excused.)

Mr. Constantine: I will call Mr. Ralph Stuck.

RALPH STUCK

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined, and testified as follows:

Direct Examination

Q. (By Mr. Constantine): Will you please state your name? A. Ralph Stuck.

(Testimony of Ralph Stuck.)

Q. And your address?

A. Route 1, Marysville, Washington.

Q. And your occupation?

A. Office Manager of the Sound Shingle Company.

Q. That is located in Marysville?

A. Marysville, Washington.

Q. And what are your duties as office manager?

A. I am in charge of the office, handling the payroll, doing the book-keeping, keeping the books and billing the shingles out from the orders and in general, office manager.

Q. And part of your duties, you say, include keeping the books of the company?

A. Yes, sir.

Q. You personally keep them or do you supervise their keeping? [78]

A. I do them personally.

Q. And have you taken figures from the books of the company with respect to purchasers and sales. A. I have.

Q. Do you have those here? A. Yes.

Q. All right. For the year 1951, and that would include the purchases and sales of the corporation prior to April 1st, what were the purchases of Sound Shingle Company? A. \$280,361.55.

Q. And how much of that was by the corporation and how much was by the partnership?

A. By the corporation \$102,442.11.

Q. And the rest was by the partnership.

A. Yes.

(Testimony of Ralph Stuck.)

Q. Do you know if any of the materials that you have just talked about came from out of the State of Washington?

A. They were supplied by local purchasers but the materials could have come like band irons and such could have come from out of the State and I believe they did.

Q. But you do not know what percentage of them came from out of the State?

A. No, I do not.

Q. All right now. During the year 1951, what were the sales for Sound Shingle Company including the corporation and [79] the partnership?

A. \$477,973.39.

Q. And what part of that was the corporation's sales? A. \$133,281.54.

Q. And the rest was the partnership?

A. That is right.

Q. And what, in dollars and cents, part of that was made to purchasers outside the State of Washington?

A. For the total operation, \$42,534.84.

Q. That is both the corporation and the partnership? A. Yes.

Q. And what part of that \$42,534.84 represents the partnership's sales to customers outside of the State of Washington? A. \$40,869.84.

Q. And those were shipped directly out of the State? A. That is right.

Q. You had charge of the shipments yourself?

A. That is right.

(Testimony of Ralph Stuck.)

Q. And those were to various customers in the United States outside the State of Washington?

A. That is right.

Q. All right. Now, as office manager you do come in contact with the employees and other people in the plant? A. Yes, sir. [80]

Q. And you know John A. Barker?

A. That is right.

Q. Is he a member of respondent local 2580?

A. I don't know that he is but he would have to be if he was working there.

Q. Well, do you know if he holds any position?

A. Well, he is the shop steward.

Q. Of the local?

A. Of the local in our plant, in our shake plant.

Q. Do you have a shop steward in your shingle plant? A. Yes, we do.

Q. What is his name? A. Bill Conrad.

Q. And do you know Arthur Brown?

A. I do.

Q. Do you know if he holds any position in any of the unions?

A. He is the president of the District Council.

Q. Do you know Mr. Glenn Uttley?

A. I do.

Q. Do you know if he holds any position in the union?

A. My understanding is that he is the president of the Everett local and he is a vice-president of the District Council.

Q. And he is the man with whom you signed

(Testimony of Ralph Stuck.)

the collective [81] bargaining contract which is in evidence as respondent's Exhibit No. 4? He signed on behalf of local 2580?

A. That is right.

Q. Do you know Mr. Sarrett?

A. I have met him once.

Q. That was at the conferences.

A. That is right.

Q. Was he introduced or did he introduce himself at that conference?

A. He was introduced to me by Mr. Martin.

Q. As what?

A. Well, as the representative of the District Council.

Q. Do you know Mr. Fred Baker?

A. I do.

Q. And do you know if he holds any position in any of these unions?

A. He is a member of the District Council, I think. Yes, he represents the Oregon district.

Q. All right; now, from time to time have you noted whether either of your shop stewards or both of them distributed any literature on behalf of the union in your shake or shingle mill?

A. That is right, they have.

Q. Over a period of how many years?

A. Well, I was first employed in that mill in January, 1948 [82] and periodically every month or so since that time.

Q. And you have seen them distribute them since the partnership has taken over?

(Testimony of Ralph Stuck.)

A. That is right. They have brought them to the mill.

Mr. Constantine: I would like to have the official reporter mark this as General Counsel's Exhibit No. 2.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 2 for identification.)

Mr. Flood: Are you offering the entire thing?

Mr. Constantine: I have not offered it yet. I am going to examine the witness on it.

Q. (By Mr. Constantine): Now, I would like to show you General Counsel's Exhibit No. 2, which has been marked for identification and ask you if you have seen either Mr. Martin or Mr. Conrad or both of them distribute that and similar publications in your shingle mill or in your shake mill.

A. That is right.

Q. You have? A. I have.

Q. Now this is entitled "The Shingle Weaver"; that is what I am referring to?

A. Yes, that is right.

Q. I see.

All right, I will offer General Counsel's Exhibit No. 2 [83] your Honor, in evidence.

Mr. Ward: For what purpose? I am going to object to it unless there is an explanation of it.

Trial Examiner Royster: Are you offering everything that is printed in there?

Mr. Constantine: I have to offer everything, your Honor, to show that it is a publication of the

(Testimony of Ralph Stuck.)

respondent District Council, but so far as the merits of the case are concerned I am offering only an item entitled "Convention Report" by O. M. Sarrett, but I need the rest of it in to show that it is the publication of the respondent District Council and especially I want page 2 in because of the fact that that is the page which identifies it as their publication.

Mr. Ward: What is the date of the publication?

Trial Examiner Royster: Well, of course, you are having it identify itself because the witness has not identified it.

Mr. Constantine: All right.

Mr. Ward: What is the date of it?

Mr. Constantine: March 1950.

Trial Examiner Royster: March 1950.

Mr. Ward: I would object to it being offered in support of unfair labor practice on the ground, on the ground that Section 8 (c), which is the rule of evidence, would give that immunity; if it is being offered in support of [84] any unfair labor practice.

Trial Examiner Royster: Now, you are offering this for the contents of the convention report as well as the fact that it appears to have been written by Mr. O. M. Sarrett?

Mr. Constantine: Yes, sir.

Trial Examiner Royster: Now, the only testimony with respect to this is that he has seen this particular issue distributed in the mill by Fred A. Martin and by Bill Conrad.

(Testimony of Ralph Stuck.)

Mr. Constantine: Both who are shop stewards but there is also evidence that similar issues, that is he said every month, that were distributed.

Trial Examiner Royster: Oh, well, similar issues; where are we going to go with similar issues?

Mr. Flood: That is a mere conclusion.

Mr. Constantine: Well, perhaps I used the wrong word. That he has seen "The Shingle Weaver" distributed.

Trial Examiner Royster: I know; well, suppose he has?

Mr. Constantine: I want to show two things, your Honor; that it is the official publication of the respondents and that what is in there represents the parlance of the trade, declarations against interests against the respondent unions. That is all that I am offering it for. But I do realize that I have a problem of showing that it is the respondent's paper and that is why I brought out the fact that [85] other issues also were distributed.

Trial Examiner Royster: Well, of course, this speaks as of March 1950, more than two years ago.

Mr. Constantine: Oh, I intend to bring others in, your Honor, to show that the attitude as expressed there has been the attitude right up to date. I will connect that.

Mr. Ward: That is why I am going to object to it, your Honor. If that is offered in support of any unfair labor practice then I say I am going to invoke the rule of evidence, Section 8 (c) of the

(Testimony of Ralph Stuck.)

Taft-Hartley law if that paper is solely for the purpose of showing an unfair labor practice.

Trial Examiner Royster: Well, I do not think that Section 8 (c) would have any particular application to it.

Mr. Ward: In addition, of course, it is hearsay.

Trial Examiner Royster: Well, I am going to reserve ruling on this until after lunch.

Mr. Constantine: All right, may I have then this next issue of "The Shingle Weaver" which is for January 1952 marked for identification as General Counsel's Exhibit No. 3.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 3 for identification.)

and I will show it to counsel before I ask the witness [86] questions about it.

Q. (By Mr. Constantine): All right, now I will show you General Counsel's Exhibit No. 3 which has been marked for identification, Mr. Stuck, which is "The Shingle Weaver" for January 1952 and I will ask you if that was distributed in your plant at some time this year? A. It was.

Q. And do you know who distributed it?

A. It was brought to the mill by Mr. Bill Conrad.

Mr. Constantine: All right, I will offer General Counsel's Exhibit No. 3 in evidence, Mr. Examiner.

Trial Examiner Royster: Is there objection to this?

Mr. Ward: The same objection.

(Testimony of Ralph Stuck.)

Trial Examiner Royster: All right, the same ruling. I will reserve ruling on it until after lunch.

Mr. Constantine: May I have "The Shingle Weaver" for March 1952 marked for identification as General Counsel's Exhibit 4?

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 4 for identification.)

Q. (By Mr. Constantine): I will show you General Counsel's Exhibit No. 4 which has been identified and which is a copy of "The Shingle Weaver" for March 1952 and ask you was that distributed in your shingle mill, shake plant or both? [87]

A. In the shingle mill.

Q. In the shingle mill? A. Yes.

Q. Who distributed it?

A. Mr. Bill Conrad.

Q. I see.

Mr. Constantine: All right. I will offer General Counsel's Exhibit No. 4, your Honor, on behalf of the General Counsel.

Trial Examiner Royster: The same objection?

Mr. Flood: The same objection.

Trial Examiner Royster: All right. The same ruling.

Mr. Constantine: I don't, I am sorry, I don't quite know what the objection is. Is the objection on the ground that it is protected by Section 8 (c) and on no other grounds so that I will know how to argue if we have to argue on it, or is it on other grounds?

(Testimony of Ralph Stuck.)

Trial Examiner Royster: I don't know about that. I don't think that Section 8 (c) has any particular application here.

Mr. Constantine: Well, I take it that no other objection has been advanced; I may be wrong.

Miss Krug: There was the objection of hearsay by Mr. Ward.

Trial Examiner Royster: Now, in each case you are [88] offering the marked portion or rather you are calling particular attention to the marked portion to support some part of the theory of the case?

Mr. Constantine: Yes, sir. But I do wish that all of it is in for the question of showing that it is an official publication.

Trial Examiner Royster: I see.

Mr. Constantine: On the merits, however, only the marked portions.

Trial Examiner Royster: All right.

Mr. Constantine: May I continue?

Trial Examiner Royster: Yes.

Q. (By Mr. Constantine): All right, now, Mr. Stuck. Do you know Mr. Jack Butters?

A. Yes.

Q. And what was his position with Sound Shingle and until when?

A. He was the superintendent of the Sound Shingle Company up to January 12th, 1952.

Q. All right. Did you have some talk with him about January 10th, that would be the day before the North Shore shingles came in 1952?

(Testimony of Ralph Stuck.)

A. In the morning of the 10th of January Mr. Jack Butters came into the office and asked me if we were going to have any shingles that were coming in for his shake plant. [89]

Q. And was there some reason for that?

A. We were out of stock for the shake plant. We would be out of stock for the shake plant. We had shut down the third shift on Wednesday in order to try to continue through the week but we would not be able to have enough shingles to run us through the week.

Q. And when he asked if you had any shingles coming in, what did you say?

A. I said that we had a car coming from North Shore Shingle Company in Vancouver, British Columbia.

Q. Did he say anything further?

A. He told me—

Mr. Flood: Just a moment. I am going to object to what Jack Butters said. He is superintendent and managerial.

Trial Examiner Royster: I don't see how it is competent evidence.

Mr. Constantine: He is a member of Local 2580, your Honor.

Mr. Flood: That does not render him immune. He is a representative of management.

Trial Examiner Royster: I will sustain the objection.

Mr. Constantine: All right.

Q. (By Mr. Constantine): Well, now, on Fri-

(Testimony of Ralph Stuck.)

day, January 11th, 1952, did you have a, some shingles come in, did you [90] say?

A. That is right.

Q. From the North Shore Shingle Company of British Columbia, Canada?

A. Yes, that is right.

Q. About what time were they spotted?

A. Well, it was between 4:00 o'clock and 4:30 o'clock in the afternoon January 11th, 1952.

Q. And what time does the afternoon shift start?

A. At 2:45 o'clock p.m.

Q. Now, they came directly from British Columbia, via the Great Northern Railway?

A. Right.

Q. And you are familiar with the contract between North Shore and the Sound Shingle Company? A. That is right.

Q. Were you present at the time it was executed? A. No, I was not.

Q. But you do know the terms of it?

A. I do, yes.

Q. And do you know what was supposed to be done to the shingles which came from North Shore that day? A. That is right.

Q. What was supposed to be done?

A. The shingles were supposed to be unloaded and processed [91] in our shake plant and re-loaded and shipped on as per directions to their customers.

Q. North Shore's customers?

A. North Shore's Shingle Company's customers, yes.

(Testimony of Ralph Stuck.)

Q. Now, shortly after the shingles did arrive on January 11th, did the men work on them?

A. No.

Q. Did anyone speak to you about the men working on them?

A. When the car arrived the crew went out there and very shortly Mr. Jack Butters came back in and said—

Mr. Flood: Now just a moment. I will object to what Mr. Butters said.

Trial Examiner Royster: All right, the objection is sustained.

Mr. Constantine: Well, wait a minute. I have a right to show what Jack Butters said and to what the men did, after all.

Trial Examiner Royster: Why have you? Where is Mr. Butters? Bring Mr. Butters in and let him testify. He knows what the men did. This man does not know except by what Mr. Butters told him.

Q. (By Mr. Constantine): Well, did the men work after Mr. Butters came to see you?

A. No.

Q. What time did he come to see you? [92]

A. Oh, about 4:40 o'clock p.m., shortly after the car had been spotted.

Q. Is that the quitting time for the men on the second shift?

A. No, it is not.

Q. Did anybody work at all after Mr. Butters saw you? A. No.

Q. In the shake mill? A. No.

(Testimony of Ralph Stuck.)

Q. Has anybody worked in the shake mill since then? A. No.

Q. As a result of the talk that you had with Mr. Butters—

Mr. Flood: Just a moment, I object to the form of the question.

Trial Examiner Royster: I will overrule the objection.

Q. (By Mr. Constantine): As a result of the talk that you had with Mr. Butters you did at some time get a hold of Mr. Brown in Bellingham?

Mr. Flood: Just a minute please. Will the trial examiner permit me to form my objection? I object to it on the ground that it assumes that there was a conversation with Butters, and the conversation with Mr. Butters and the management are incompetent and action as a result thereof is equally incompetent.

Mr. Constantine: No, I disagree. [93]

Trial Examiner Royster: The action is alright. The contents of the conversation is not admissible as hearsay. The fact of the conversation is not hearsay. Now, there was a conversation and then thereafter—

Q. (By Mr. Constantine): All right. Some time you did talk to Mr. Arthur Brown, did you not?

A. My first action was—

Q. Will you please just answer my question.

A. Yes, it was.

Q. Did you talk to Mr. Brown? A. Yes.

Q. When did you talk to him?

(Testimony of Ralph Stuck.)

A. On the morning of, Saturday morning, January 12th, 1952.

Q. Was it on the telephone or was it in person?

A. It was on the telephone.

Q. Where was he?

A. He was at Bellingham.

Q. All right, now. Tell us what he said and what you said.

A. I made arrangements for a conference with Mr. Brown at our mill with Mr. Martin on Sunday, January 13th, 1952.

Q. All right. That is about all there was to that conversation?

A. That was all there was to it, yes.

Q. All right. Now, where was the meeting to be held, at your office? [94]

A. At the office of the Sound Shingle Company in Marysville, Washington.

Q. Was that meeting held? A. Yes.

Q. Were you present? A. I was.

Q. And about what time did Mr. Brown come in?

A. It was around 4:00 o'clock p.m. to 4:30 o'clock p.m. or right around that time; between 4:00 o'clock p.m. and 4:30 o'clock p.m.

Q. Did anyone accompany Mr. Brown?

A. Mr. Uttley.

Q. Now was there anyone else there besides you on behalf of the company?

A. Mr. John E. Martin and his wife and Mr. Frank S. Barker and Mr. Dick Tidy, and myself.

Q. All right. Now, do you recall who did the

(Testimony of Ralph Stuck.)

talking when Mr. Brown and Mr. Uttley came in?

A. As they came to the door I came up and went to the door and let them in the office and Mr. Brown said that he was too tired to talk about it at that time and he wanted to arrange for a meeting the next day, and Mr. Martin told him to "come on in, Art", and he told him that he wanted to get the shake plant going Monday, and Mr. Brown said that he was too tired to discuss the matter at that time and that he [95] wanted to make arrangements for the meeting for Monday, January 14th.

Q. All right. There were arrangements made for a meeting the next day?

A. Yes. Mr. Uttley was to be present and arrangements for time for him to get over to the mill, and it was arranged at 4:00 o'clock p.m. the next day.

Q. All right. Now, that meeting did not last long?

A. No, that was very short. It was very short.

Q. And Mr. Brown and Mr. Uttley left?

A. That is right.

Q. Did anyone else from the unions, either the council or local 2580, come that day?

A. Yes. That is right.

Q. Who did? A. Mr. Sarrett first.

Q. How long after Mr. Brown left?

A. Oh, I imagine about 20 or 25 minutes.

Q. None of you people on behalf of the company had left in the meantime?

A. No, we were all there.

(Testimony of Ralph Stuck.)

Q. All right. Do you know Mr. Sarrett?

A. I have have met him; I met him that day.

Q. And he was introduced as what?

A. As the representative for the District Council. [96]

Mr. Flood: Just a moment. Who introduced him?

The Witness: Mr. Martin.

Mr. Flood: What Mr. Martin, the proprietor?

The Witness: Mr. John E. Martin.

Q. (By Mr. Constantine): One of the partners of the Sound Shingle Company?

A. That is right.

Q. When he introduced him Mr. Sarrett did not deny anything, did he?

Did he deny that he was a representative of the District Council? A. No.

Q. All right. Was there any talk between anybody then?

A. Yes, there was a short discussion in regard to the situation and Mr. Sarrett admitted that he could not answer the questions so he went outside to bring in another member of the District Council.

Q. What was his name? A. Fred Baker.

Q. And you met Mr. Baker then?

A. Yes, that is right.

Q. Who introduced Mr. Baker? Had you known him before that? A. No, I had not.

Q. Did he say who he was besides saying he was Mr. [97] Fred Baker?

A. He said he was a representative of the Dis-

(Testimony of Ralph Stuck.)
trict Council, he was from Wheeler, Oregon, representing the Oregon district of the District Council.

Q. Do you remember Mr. Baker's first name?

A. Fred.

Q. Was there any conversation after Mr. Baker came in? A. Yes.

Q. Do you remember it? A. Yes.

Q. All right. Give what you know?

A. Mr. Martin asked Mr. Baker why we could not process Canadian shingles in our shake plants when they were being run in the mills in Seattle, and he stated that it was against, it was directly against the union policy to permit Canadian shingles to be run in the mills in the United States and that he was not aware there were any shingles being run in Seattle, and he turned to Mr. Sarrett and asked him if that were true and he said that there were a few being run in Seattle. He also stated that the reason that the shingles were not being permitted was that due to the wage and hours, and working conditions in the mills in British Columbia that they did not recognize, would not permit the use of shingles down in the United States.

Mr. Sarrett admitted that there were a few but Mr. [98] Martin brought to his attention that, in fact named Color Shake in Seattle that was using them exclusively.

Q. What did Mr. Sarrett say to that?

A. Mr. Sarrett said that that was due to some special agreement that they had with Mr. Brown.

(Testimony of Ralph Stuck.)

Q. Was there any further conversation?

A. Well, then Mr. Martin brought to the attention that the shingles were from the North Shore Shingle Company were manufactured by a CIO union in British Columbia.

Q. Was there any reply to that?

A. Mr. Baker stated that that did not make any difference. They did not recognize the CIO union there because of the wages and hours and working conditions. And Mr. Martin brought to their attention that, in fact he mentioned too the Hunting-Merritt and the Meeker Mills in British Columbia that had collective bargaining agreements with the A. F. of L.

Q. And was anything said to that when Mr. Martin mentioned those two mills?

A. That was so, but until such time—

Q. Mr. Constantine (interposing): Who spoke in reply? A. Mr. Baker.

Q. What did he say?

A. He said that that was true but until such time as the A. F. of L. unions in British Columbia had the same working [99] agreement, conditions, wages and hours that they would not recognize them. In fact, that the representative from those mills had attended their convention but they had no vote in the convention until their working conditions became the same and until then they would be admitted to the District Council.

Q. Was there any other conversation?

A. Well, he also stated that he had been to the

(Testimony of Ralph Stuck.)
convention and that they had passed a resolution.

Q. Who is he?

A. Mr. Sarrett stated that the convention had passed a resolution hiring four men to assist Mr. Sarrett in the stopping of the Canadian shingles in the United States in the same manner that he had stopped them in California.

Q. Is that about the conversation?

A. That is about the conversation.

Q. And then they left?

A. That is right.

Q. You did not see any other union representatives that day? A. No.

Q. But the next day there was a meeting between the company and the union representatives?

A. That is right.

Q. That is January 14th. [100]

A. That is January 14th, 1952, Monday.

Q. About what time did that occur?

A. 4:00 o'clock in the afternoon.

Q. Now, did the employees in the shake mill come to work on January 14th?

A. They came and reported down to the plant and stood around to see what was going to happen, and I brought to their attention that fact that there were shingles that were being run in Seattle and that I could not see why that we would not be permitted to run the shingles there at our plant in Marysville. Mr. John A. Martin and Mr. Bill Conrad were there at that time and they stated that

(Testimony of Ralph Stuck.)

they were going up to see Mr. Brown about it at that time. They left but they did not return.

Q. They did not work at all on Monday, January 14th, 1952? A. No, sir.

Q. Have they worked since Monday, January 14th, 1952?

A. No, they have not, not in the shake plant.

Q. In the shake plant? A. That is right.

Q. The shake plant has been closed since then?

A. That is right.

Q. All right. Now about what time on January 14th did the conference with the union officials take place? A. Around 4 o'clock p.m. [101]

Q. All right. Who was present on behalf of the company?

A. Mr. John E. Martin, Mr. Dick Tidy and myself.

Q. And who was there on behalf of the union?

A. Mr. Art Brown, Glenn Uttley, Bill Conrad and John A. Martin.

Q. Bill Conrad is the shop steward of the shingle mill? A. Yes.

Q. In the shingle mill of the local?

A. Yes, that is right.

Q. And Mr. John A. Martin is the shop steward of the local in the shake mill?

A. That is right.

Q. All right. There was some conversation, I suppose? A. That is right.

Q. Give it to the best of your recollection.

A. Well, it was just the usual conversation at

(Testimony of Ralph Stuck.)

first and then finally Mr. Brown asked Mr. Martin what he wanted to talk about and he said he was interested in—

Q. (Interposing): I wish you would not say "he". Who said what?

A. Mr. John E. Martin said he wished to get the shake plant in operation as soon as possible because it was costing us money to be idle, and Mr. Brown stated that if he wanted to get the shake plant running they would have to start the mill up and run their own shingles or process American-made [102] shingles.

Q. Now, the Mr. Martin that we are talking about is— A. John E. Martin.

Q. Mr. John E. Martin, a partner?

A. Yes, that is right.

Q. And when you come to the other Mr. Martin because he was also present—

A. (Interposing): I see.

Q. You use his initial, will you please?

A. Right.

Q. So far you have been talking about Mr. John E. Martin?

A. Mr. John E. Martin, that is right.

Q. All right.

A. And Mr. John Martin called Mr. Brown's attention that we had a contract with North Shore Shingle Company to process shingles into shakes and to re-ship them to their customers and also that they anticipated building a staining plant there in Marysville to process these Canadian shakes, to

(Testimony of Ralph Stuck.)

stain the Canadian shakes. And Mr. Brown stated that if they wanted to do that they would have to build their mill some place else, their staining plant some place else because they would not be permitted to operate their shake plant or their staining plant there in Marysville on Canadian shingles and shakes.

Q. All right. [103]

A. And several times Mr. Brown stated that they absolutely would not let them run Canadian shingles and shakes there in our plant in Marysville.

Q. Did he give any reason why or did he just say you can not run them?

A. Well, that the Canadian shingles—

Q. Well, did he give a reason?

A. No, not at that time.

Q. Did he give any reason at that conference.

A. Other than that they were unfair—

Mr. Flood: Just a minute, just a minute. Let him complete his answer.

Q. (By Mr. Constantine): Go ahead; "Other than that they were unfair?"

A. Other than that he stated that the Canadian shingles were considered unfair due to the working conditions in Canada and that they would not permit the running of them in our plant in Marysville.

Q. Was there any other further conversation?

A. Yes. Mr. Martin, John E. Martin said to Mr. Brown "For the record, Art, you are calling the boys off the job?" and Mr. Brown said "No, that

(Testimony of Ralph Stuck.)

the men refused to work on the Canadian shingles." And Mr. John E. Martin turned to Mr. John A. Martin and said, "Is that right, Johnnie?" And Mr. John A. Martin turned to Mr. Brown and said, "We refused [104] to run the Canadian shakes and shingles because you ordered us not to." And Mr. Brown said, "Well, for the record we called the boys off. We are absolutely not going to let them run on Canadian shingles." And there was a short discussion there in regard to certain parts of the contract, and the union members left the office and they were talking outside the building.

Q. Who was talking outside?

A. Mr. Brown, Mr. Uttley, Mr. Conrad and Mr. John A. Martin and they talked for a few minutes and then Mr. Brown called back into the office to Mr. John E. Martin.

Q. You could hear that?

A. Yes, I did. They told him that if he wanted to that they would send him a letter stating the union's position, and Mr. Martin said, "Well, it is a little bit late to give us a letter on that, the men have already been pulled off the job."

Q. All right, now. How long did the Canadian car of shingles, of North Shore, remain on your siding there?

A. Until February 1st, 1952.

Q. And then it was shipped somewhere else?

A. Yes, that is right.

Q. It was never worked on by the men?

A. No it was not.

(Testimony of Ralph Stuck.)

Q. The shake mill is still closed down? [105]

A. That is right.

Q. Is there some reason why it is closed down?

A. Lack of business for the shake plant other than the orders that we have for processing the shingles from North Shore Shingle Company.

Q. What is that; say that again.

Trial Examiner Royster: Oh, don't have him say it again.

Mr. Constantine: I did not hear it.

Trial Examiner Royster: Well, have the reporter read it then.

(Answer read.)

Trial Examiner Royster: The plant was shut down for lack of business, for other than the business of the North Shore business.

Mr. Flood: That is right.

Q. (By Mr. Constantine): There is business from North Shore now at the shake mill?

A. That is right.

Q. Is it being done?

A. No.

Mr. Constantine: I have no more questions.

Trial Examiner Royster: Well, this is a convenient time to recess for lunch, I suppose. Can we get back in one hour? [106]

All right, we will recess until 1:30 o'clock p.m.

(Whereupon, a recess was taken until 1:30 o'clock p.m.) [107]

(Testimony of Ralph Stuck.)

After Recess

(Whereupon the hearing was resumed, pursuant to the taking of the recess, at 1:30 o'clock p.m.)

Trial Examiner Royster: On the record.

I have considered the matter of admitting General Counsel's Exhibits Nos. 2, 3 and 4 during the noon recess, and the ruling is that they are admitted into evidence.

(The documents heretofore marked General Counsel's Exhibits Nos. 2, 3 and 4 for identification, were received in evidence.)

[See pages 12-30 of this printed Record.]

Mr. Ward: I think the record is sufficiently clear with respect to our objections to the exhibits, sir.

Trial Examiner Royster: Yes, I believe so.

Cross-Examination

Q. (By Mr. Ward): Mr. Stuck, how long have you been employed by Sound Shingle Company?

A. The present owners, since the day they purchased the mill the 15th of January, 1951.

Q. Your duties are primarily of a clerical nature? A. That is right.

Q. You have nothing to do with the production of either shakes or shingles?

A. No, I have no direct, no, in the shop itself, no.

Q. In other words, your duties confine you substantially to the office? [108]

A. The office manager.

(Testimony of Ralph Stuck.)

Q. Are you familiar with the terms of the agreement with North Shore Shingle Company?

A. I am.

Q. Do you know if the agreement contained a provision with respect to a union label?

A. Not to my knowledge.

Q. You do not recall whether or not there was any provision for a union label in the agreement?

A. No, sir.

Q. Now, on January 11th, 1952, when the car came to the plant with the shingles, when did you first learn that the men refused to work on those shingles?

A. It was approximately about ten minutes after the car arrived.

Q. When was that, about ten minutes after the car arrived and you were in your office?

A. That is right.

Q. And what happened?

A. Mr. Jack Butters came in to the office and told me that the men had gone home and refused to work on the British Columbia shingles.

Q. They had gone home?

A. That is right.

Q. Was Mr. Brown present? [109]

A. No, he was not.

Q. Was there any official of either of the two respondents in this proceeding, the District Council or the local union present at the time?

A. If you would regard the shop steward as a representative, the shop steward was there.

(Testimony of Ralph Stuck.)

Q. The shop steward was there? A. Yes.

Q. There were no officers of the District Council there? A. No.

Q. And there were no officers of the local union there?

A. As I say, I don't know the officers unless, I don't know just what the status of the shop steward is in regard to the local but the shop steward was there.

Q. The first thing that you were told about it was that the men had gone home?

A. That is right.

Q. Do you know if the Sound Shingle had the use of the union label from the District Council?

A. They were using it, but as far as any agreement with the label I had no knowledge of any agreement whatsoever.

Q. You had no copy of any agreement?

A. None whatsoever.

Q. You did not sign any agreement?

A. Other than these, I signed the contract or this agreement [110] here.

Q. But as far as you knew or as far as you would gather from information from your duties you did not know anything about the union label in the Sound Shingle Company? A. No, sir.

Q. Did you know there was a union label in use?

A. I had from time to time purchased, not purchased but ordered labels and received labels in the office there from the Red Cedar Shingle Bureau and on that label there is a union label.

(Testimony of Ralph Stuck.)

Q. And that was a shipping label which Sound Shingle would put on bundles of shakes or shingles, is that right?

A. That is right.

Q. And that shipping label contained imprinted on it the label of the United Brotherhood, is that right? A. That is right.

Q. You had seen one of those?

A. That is right.

Q. And every bundle of shingles that went out of the plant would have one of those shipping labels on it?

A. I did not see the bundles, see them on there. I did not actually have anything to do with the loading of the shingles whatsoever. All I did was, they were ordered and I could not say that they were on every bundle of shingles that left that plant.

Q. Were those labels, the company labels, the shipping labels kept within your custody?

A. No, they were not.

Q. Where were they kept?

A. In the supply room out by the shingle mill.

Q. So you do not know whether a bundle of shakes or shingles shipped out of your company would have your company label on it?

A. I could not swear that they all had them on, no. I would assume that they did.

Q. You assume that any bundle of shakes or shingles shipped would have your company's label on it, wouldn't you? A. That is right.

Q. Now with respect to the Canadian shingles

(Testimony of Ralph Stuck.)

they would be processed, the contract called for processing? A. That is right.

Q. The contract would call for bundling in bundles? A. In this case they would.

Q. The contract would call for your seeing them on a car to be shipped, your company?

A. I did not quite get that.

Q. The contract would call for your company shipping the bundles of shingles or shakes?

A. We would bill them out of our mill in the name of the North Shore Shingle Company. [112]

Q. Would a shipping label have been placed on those bundles?

A. Not a shipping label.

Q. Well, what would be on it?

A. Primarily either that or, there was no provisions in the contract for the label on those shingles there anyway.

Q. You mean no shipping label? A. No.

Q. The shingles or shakes, or shingles made into shakes would simply be bundled and shipped without a shipping label, is that right?

A. That is right. There was nothing in the agreement as far as I was concerned that had anything to do with the applying of the label on the shakes.

Q. You are talking now about the oral agreement? A. That is right.

Q. Forgetting for the moment the oral agreement, bundles of shingles and shakes are shipped out of your plant with a shipping label, is that right? A. Normally, yes.

(Testimony of Ralph Stuck.)

Q. Normally.

They are not just bundled and shipped without any label on them, are they? A. No.

Q. Somewhere on that label would appear some identification [113] that Sound Shingle, that it was a Sound Shingle product?

A. Not particularly. In some cases it would be the union stamp and in some cases it would be the certigrade label.

Q. The certigrade label was a label that all members of the association used, is that right.

A. Members of the Red Cedar Shingle Mill; not all mills are members of the Red Cedar Shigle Bureau.

Q. But Sound Shingle is a member?

A. That is right.

Q. And the Sound Shingle would then would place an association shipping label on its bundles, would it not?

A. As I say, not all of them.

Q. Well, what other kind of labels did you have?

A. The rubber stamp, the union rubber stamp.

Q. That is a union label?

A. That is right.

Q. Well, under the contract with North Shore you would ship the shakes bundled with the label on them, wouldn't you? Now, when I say a label I mean with a shipping label, forgetting for the moment the union label.

A. So far as the oral contract goes.

(Testimony of Ralph Stuck.)

Q. I am not talking about the oral contract.

A. All right.

Mr. Constantine: Well, what contract is he talking about? There is no other contract before your Honor between [114] Sound Shingle and North Shore.

Mr. Ward: It is difficult to get from the witness who apparently has been there any number of years but does not seem quite to know that the products are shipped with a label on them. That is all I am inquiring about. I can do it the hard way.

The Witness: We have some.

Trial Examiner Royster: Well, ask the question.

Mr. Ward: That is what I am trying to do.

Q. (By Mr. Ward): Well, to get down now, we have bundles of shingles and bundles of shakes.

A. Right.

Q. A label is put on those and when I say a label it is either the Sound Shingle Company's label or, as a member of the Association, the Association label. A. Right.

Miss Krug: I will object. Excuse me. Go ahead.

Mr. Ward: Is it all right now? So far?

Miss Krug: Well, you said shingles and shakes and my objection is that I wish you would specify what you are referring to in your question, shingles or shakes.

Mr. Ward: The products of the Sound Shingle Company whether they are shakes or shingles are bundled and shipped, is that right?

A. That is right. [115]

(Testimony of Ralph Stuck.)

Q. Now there is either one or two labels placed on those bundles?

Mr. Constantine: I am confused with the word "products." Does he mean anything they make for themselves or for others or only their own products?

If the question is ambiguous I want to object on the ground of ambiguity.

Mr. Ward: Sir, it is immaterial to me whether this company makes shoes or canned tomatoes. I am asking questions concerning a shipping label. Now whether that shipping label is put on cans of sturgeon is wholly immaterial.

Trial Examiner Royster: Anything shipped from the Sound Shingle Company?

Mr. Ward: That is precisely what I am trying to get, sir.

Trial Examiner Royster: Anything from the shipping dock there.

Mr. Constantine: All right.

Mr. Ward: I will call it products.

Q. (By Mr. Ward): Is a shipping label put on those bundles? A. That is right.

Q. That is right. Now on that label, and you probably have seen them, there is a union label, isn't there, printed [116] right on the company's shipping label? A. That is right.

Q. Now we come to the contract with North Shore? A. Yes, sir.

Q. That called for your company to process shingles into shakes, is that right?

(Testimony of Ralph Stuck.)

A. That is right.

Q. The shakes would be bundled, wouldn't they?

A. That is right.

Q. For shipping? A. That is right.

Q. A shipping label would be placed on that bundle?

A. Only on the insistence of the union.

Q. No, I am talking about a label.

Mr. Constantine: I submit that he has answered the question, your Honor. He said, "Only upon the insistence of the union." That is the answer.

Q. (By Mr. Ward): All right, what kind of label would that be?

Miss Krug: If the court please, I object to this for the reason that the testimony heretofore has been that not one single solitary bundle of these shakes for North Shore ever went out of that plant.

Trial Examiner Royster: This is all speculative. I will sustain the objection. [117]

Q. (By Mr. Ward): Well, every bundle of shakes or shingles that went out of Sound Shingle had a shipping label on them, either one or two kinds, either Sound Shingle's name appeared on the label or as a member of the Association, the trade name, so to speak, is that right?

A. Every bundle that has gone out of there so far has had that on there.

Q. Right. On those labels, on your shipping labels would be the union label. When I say the union label, an imprint of the United Brotherhood label, is that correct? A. That is correct.

(Testimony of Ralph Stuck.)

Q. Now, would you have done the same thing with the Canadian label?

Mr. Constantine: I object.

Miss Krug: I object.

Trial Examiner Royster: I will sustain the objection.

Q. (By Mr. Ward): Would you have shipped the bundles of shakes out without a label on them?

Miss Krug: The same objection.

Trial Examiner Royster: Well, I think you are entitled to show whatever plan they may have had for the Canadian shakes.

Mr. Ward: That is what I am trying to do.

Trial Examiner Royster: Whatever plan they ever had.

Mr. Ward: I am trying to show that plan, sir, but [118] there is a technical objection because, if I might say so, sir, and if I may be permitted to say so—

Trial Examiner Royster: Go ahead and ask the witness if there was any decision reached as to what would be done with respect to these Canadian shakes.

Mr. Ward: First I asked him whether the oral contract contained any such provision and he said no, and I then asked him some general questions with respect to the custom and practice of the company in shipping bundles of shakes.

Trial Examiner Royster: All right; you got that.

Mr. Ward: I got that.

(Testimony of Ralph Stuck.)

Q. (By Mr. Ward): Now what would you have done with these Canadian shingles?

Mr. Constantine: I object to the question, your Honor.

Trial Examiner Royster: I think that it is objectionable because it assumes that a decision had been made, what they would have done with these Canadian shingles and I think that you have got to cover that step before you come to it.

Q. (Mr. Ward): What were you going to do with the Canadian shingles?

Miss Krug: The same objection.

Trial Examiner Royster: Overruled at this point.

The Witness: Process them into, the Canadian shingles would be processed into shakes. [119]

Q. (By Mr. Ward): And bundled?

A. Right.

Q. And a shipping label put on them?

A. Not particularly.

Q. Well do you ship things out of your plant without a label on them, a shipping label indicating what company it came from?

A. The label is put on there at the insistence of the union.

Q. Do you mean that that is your company's shipping label? A. That is right.

Q. That is put on at the insistence of the union?

A. That is right.

Q. If the union did not insist your company would bundle shingles without any shipping indication, any indication where they came from?

(Testimony of Ralph Stuck.)

A. We have a stencil that has our name on it by which our products could be identified.

Q. Do you use that stencil all of the time?

A. The only time when we use that is when our name is not on the product in any other place.

Q. I see.

And then you might have contemplated using the stencil label on these Canadian shingles?

Mr. Constantine: I object. [120]

Miss Krug: I object.

Trial Examiner Royster: I will sustain the objections to that which I consider to be a continuing one.

Mr. Constantine: Yes.

Q. (By Mr. Ward): Where would you obtain the stencil from?

A. It is my understanding that stencils and ink are under the control of the Everett local.

Q. The Everett local? Do you mean the respondent in this case?

A. That is right.

Q. Would you go over and communicate with the local or have it sent over or you would go over and get it?

A. They would send it over to us.

Q. Did you ever go over personally?

A. I was not familiar with the procedure at one time and I went to the printing office and tried to arrange for a stamp. I was under the understanding that the stamp was to be had by the printing company, and they, in turn, referred me, told me

(Testimony of Ralph Stuck.)

that it was supplied by the, to be supplied by the unions themselves.

Q. You were told that? A. That is right.

Q. How long was that oral contract for?

It was dated sometime in December 1951, and how long [121] was it for?

A. That provision of the contract I am not familiar with.

Q. You mean you do not know when the contract expired? A. That is right.

Q. Is the contract in force now?

A. It is.

Q. How do you know?

A. At such time as the union will permit the men to work on Canadian shingles it is my understanding that the contract is still in force and that it would be completed at such time as the union would permit the men to process Canadian shingles.

Q. I believe you testified that your company shipped \$40,000.00 worth of products out of the state of Washington? A. That is right.

Q. Do you know where most of that \$40,000.00 went? Was it to one consignee or to several?

A. No, it was to several different customers.

Q. Do you recall whether any of that \$40,000.00 was consigned to Perma Products?

A. No, sir.

Q. None was? A. None whatsoever.

Mr. Ward: That is all.

Trial Examiner Royster: Is there anything further of [122] this witness?

(Testimony of Ralph Stuck.)

Mr. Constantine: I have just a couple of questions, Mr. Examiner.

Re-direct Examination

Q. (By Mr. Constantine): You stated that at the time that Mr. Jack Butters spoke to you that the men would not work on the British Columbia shingles the shop steward was there. Which shop steward? Was it Mr. Bill Conrad or John A. Martin?

Mr. Flood: Just a moment.

Mr. Ward: I believe his testimony was that somebody came in and told him the men had gone home. There is no refusal to work there.

Trial Examiner Royster: Well, then the question was asked as to what possible representatives of the union were present at the time.

Mr. Ward: He said the shop steward.

Q. (By Mr. Constantine): I would like to have him identify the shop steward.

A. John A. Martin, the shop steward in the shake plant.

Q. In the shake plant? A. That is right.

Q. And the union label which you have just talked about is put on by whom when it is put on?

A. Well, it is put on by the packers. [123]

Q. Are they all members of the local 2580.

A. I would assume that they are. I could not swear that they were but I would assume that they were.

(Testimony of Ralph Stuck.)

Q. There is a union shop clause in your contract?

A. That within thirty days they have to become—if a man is over there thirty days he has to become a member of the union or his job is terminated; I mean, he is terminated from his job.

Mr. Constantine: All right, that is all that I have.

Miss Krug: May I ask one question, please?

Trial Examiner Royster: Yes.

Cross Examination

Q. (By Miss Krug): In response to Mr. Ward's question you stated that you signed this agreement. Would you identify the agreement to which you referred at that time?

A. I am referring to Exhibit No. 4.

Trial Examiner Royster: Respondent's Exhibit No. 4.

The Witness: It is the 1950 agreement which is still in effect inasmuch as no new agreement has been negotiated upon.

Miss Krug: That is all that I have.

Trial Examiner Royster: Is there anything further of this witness?

Mr. Ward: Just excuse me two minutes. I hate a penalty for holding; I realize that. [124]

Re-cross Examination

Q. (By Mr. Ward): Do the employees in the

(Testimony of Ralph Stuck.)

shake mill and the employees in the shingle mill belong to the same labor organization?

A. I believe so. I don't know anything about their unions. I mean I am not—I don't know anything about their unions. I would assume that they are all of the local 2580.

Q. They are covered by that contract, Respondent's Exhibit No. 4, aren't they?

A. Well, as far as this agreement goes there is nothing in the agreement that says anything about the shake plant.

Q. You don't know what employees that agreement covers, do you?

A. Well, at first according to the agreement there.

Q. It is all the employees of the company, is it not?

Mr. Constantine: I submit that it speaks for itself, Mr. Examiner.

Trial Examiner Royster: Yes, I think it does. Well, have you not given in effect as if it applied to all employees?

Mr. Constantine: I don't think there is any issue there.

The Witness: That is right.

Trial Examiner Royster: I guess that that is all then, Mr. Stuck. [125]

Off the record.

(Discussion off the record.)

Trial Examiner Royster: On the record.

Mr. Constantine: I will call Mr. Walter Harold Nelson.

WALTER HAROLD NELSON

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined, and testified as follows:

Direct Examination

Q. (By Mr. Constantine): Will you state your full name, please.

A. Walter Harold Nelson.

Q. And you live where?

A. Marysville, Washington.

Q. And you are an employ of the Sound Shingle Company in the shake mill?

A. I was in the shake mill.

Q. And what did you do in the shake mill?

A. I opened bundles.

Q. You took them out of the cars?

A. I opened the bundles and put them on the roll for the shake machines and other labor around there too, you see.

Q. And you are a member of local 2580, Everett local? A. Yes, that is right. [126]

Q. Do you know who the president of the local is? A. I think it is Art Brown.

Q. That is the District Council. I am talking about your own local.

A. No, I don't know.

Q. You don't know? Well, do you know who the shop steward of your local is? A. Yes.

Q. In the shake mill? A. Yes.

Q. Who is that? A. Mr. Martin.

(Testimony of Walter Harold Nelson.)

Q. John Martin? A. John A. Martin.

Q. And who is the shop steward of your local in the shingle mill at the Sound Shingle?

A. There is Bill Conrad.

Q. And you were an employee of the Sound Shingle on January 11th, 1952? A. Yes.

Q. That is the day the British Columbia shingles came down? A. Yes.

Q. And you were on the second shift, were you?

A. Yes. [127]

Q. What time did the second shift start?

A. A quarter of three.

Q. A quarter of three in the afternoon?

A. Yes.

Q. When you reported for work did you know that there was some shingles coming down from British Columbia? A. I heard there was.

Q. You heard there were? A. Yes.

Q. About what time did the shingles come down, do you remember?

A. Around 4:00 o'clock p.m. or 4:30 o'clock p.m. along in there.

Q. About that time in the afternoon?

A. Yes.

Q. And then you and some other fellows went over to the car to look at them?

A. Yes.

Q. Do you remember who else was there with you?

A. There was Mr. Butters and Mr. Martin and Mr. Richardson and Mr. Bockwinkel and Rosie.

(Testimony of Walter Harold Nelson.)

Q. That is Mr. Rosenbach? A. Yes.

Q. And the Mr. Martin who was with you was John A. Martin?

A. Yes, sir. [128]

Q. And do you remember what happened over at the car, Walt?

A. Yes. Mr. Jack Butters opened the car and hauled a bundle out and looked at it and it was unfair shingles and he put it back in.

Q. He said what? It was unfair shingles?

A. Yes. All of us looked at it and it was unfair shingles, B.C. shingles.

Q. And Mr. Butters put it back?

A. He put it back and shut the door and us fellows all left.

Q. Did John A. Martin say anything at the same time or about that time?

A. He said that he would not pack unfair shingles and I said that if he would not pack them I would not open any of them neither.

Q. Did he say anything more than that?

A. No.

Q. I would like to show you an affidavit to help refresh your recollection, Walt. I will show it first to counsel. Do you recall making a statement under oath to Mr. Hilbun of the National Labor Relations Board back around the 15th of February, 1952.

A. I made the statement, yes. [129]

Q. And in this statement you said, "John A. Martin said they are B.C. shingles and we won't do nothing with them. We will let them sit there."

(Testimony of Walter Harold Nelson.)

Does that refresh your recollection? Did Mr. Martin say that?

A. Well all of us that were there said the same thing I believe.

Q. Well, did Martin say it?

A. Well, I just could not remember for sure who did say it.

Q. But you do remember saying to Mr. Hilbun under oath that Martin said it.

A. Well, he must have said it or it would not be down there.

Q. Do you think it was true at the time that you told it to Mr. Hilbun, was it fresh in your mind then? A. Yes.

Q. And you think that you told Mr. Hilbun the truth at that time?

A. I think so.

Q. So does that help refresh your recollection as to what John Martin did say?

A. Well, yes I guess so.

Q. And now what was it that Martin said? Did he say that? A. Yes.

Q. He said they are B.C. shingles and we won't do nothing [130] with them? We will let them sit there? A. Yes.

Q. That is your present testimony?

A. Yes.

Q. All right. Now about a week or two before that did you have a talk with John Martin about Canadian shingles that might come down to the shingle plant?

(Testimony of Walter Harold Nelson.)

A. No. I did not know they were even on the way until Friday on January 11th.

Q. I want to show you again this affidavit which you gave to Mr. Hilbun in which you say, and I am asking you if this refreshes your recollection, "About a week or two, maybe a little longer before then, meaning January 11th, before these shingles came in we heard there was going to be some B.C. shingles in and our shop steward went up and talked to Art Brown. Then John A. Martin told us that Art Brown had said that if B.C. shingles came in not to work on them."

Do you remember telling Mr. Hilbun that?

A. I might have. I might have said almost anything at that time.

Q. Well you did sign and swear to this affidavit, did you not? A. Yes.

Q. And you were trying to tell the story the best you knew it the time? [131] A. Yes.

Q. Do you think that you might have told him that?

A. Well, I must have; it is there.

Q. Does it help refresh your recollection today?

A. No, it does not.

Q. It does not? A. No.

Q. You don't remember that John Martin told you that Art Brown said not to work on the shingles?

A. He never told me before the shingles arrived; nobody did.

Q. Well, the men did walk off the shingles after

(Testimony of Walter Harold Nelson.)

John Martin and Mr. Butters made these statements that you just said?

A. All of us left.

Q. You left them? A. Yes.

Q. Had the shift ended at the time they left?

A. The day shift had ended before, earlier in the afternoon, and the morning shift had finished around 1 o'clock p.m. or 1:30 o'clock p.m. I believe.

Q. But your shift had not ended?

A. Our shift did not have any shingles to work with before 4:30 o'clock p.m. there.

Q. There were no shingles to work with before 4:30 p.m.? [132] No.

Q. And the only shingles that you could work on were the shingles in the B.C. car?

A. Yes.

Q. And since the men did not take them out of the car there was no work for them?

A. That is right.

Q. But they went home without instructions from the company? A. Yes.

Q. No one from the company told you to go home? A. No.

Q. Now, since January 11, 1952, you have been back to the company to ask for work, haven't you?

A. Yes, I have been working.

Q. Did you work in the shake mill at all?

A. No.

Q. Did you ask the company if you could work in the shake mill? A. Yes.

Q. And what did the company say?

(Testimony of Walter Harold Nelson.)

A. I can work any time that we want to work B.C. shingles.

Q. And that is what the company said?

A. Yes.

Q. But did you work on B.C. shingles? [133]

A. No, sir.

Q. And is there some reason for that?

A. They are unfair and if we did, why, that we would be in bad with our union and everything else, and I don't want to do that.

Q. All right.

Mr. Constantine: I have no more questions.

Trial Examiner Royster: Are there any further questions?

Miss Krug: I have no questions.

Mr. Flood: May I see that affidavit please?

Cross Examination

Q. (By Mr. Flood): Mr. Nelson, the affidavit which counsel, Mr. Constantine, showed you consisting of two pages, does it not? A. Yes.

Q. You may look at it if you wish. It is your affidavit. A. I don't want to see it.

Q. It consists of about two pages? A. Yes.

Q. The affidavit is not in your handwriting, is it? A. No.

Q. You just signed it? A. Yes.

Q. Now, on April 2, 1952, you signed another affidavit at [134] the request of Mr. Constantine, did you not? A. Yes.

Q. And in that affidavit did you not say that

(Testimony of Walter Harold Nelson.)

Mr. Butters said that the bundles did not have the A. F. of L. label stamped on it and so he put the bundle back in the car? That is what you said?

You can read it if you wish. A. Yes.

Q. Is that right? A. Yes.

Mr. Flood: That is all.

Redirect Examination

Q. (By Mr. Constantine): In that same affidavit, Mr. Nelson, which Mr. Flood showed you you also said, "Mr. Martin said that they are B.C. shingles and we can't do anything with them. We will let them sit there."

That is the one that I took from you?

A. Yes.

Q. All right. And that is true? A. Yes.

Q. All right. I have no more questions.

Trial Examiner Royster: Is that all?

Mr. Flood: I've just one thing.

Re-Cross Examination

Q. (By Mr. Flood): You are working there now, aren't you? [135] A. Yes, I am.

Mr. Flood: That is all.

Trial Examiner Royster: That is all, Mr. Nelson.

Mr. Constantine: Thank you very much for coming down.

(Witness excused.)

JOE BOCKWINKEL

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Constantine): Will you please state your full name to the reporter?

A. Joe Bockwinkel (B-o-c-k-w-i-n-k-e-l).

Q. Where do you live?

A. Route 2, Marysville, Washington.

Q. And you are employed by the Sound Shingle Company at Marysville, Washington?

A. Yes, I am.

Q. And on January 11th, 1952, which mill were you working in, in the shingle mill or in the other mill? A. In the shake mill.

Q. In the shake mill. You are a member of local 2580? A. Yes.

Q. And a few days or maybe a little longer before January 11th, 1952, when the B.C. shingles came down did you have any talk with John Martin or Bill Conrad, shop stewards? [136]

A. I talked with them, with John A. Martin just about every day.

Q. I am talking about B.C. shingles.

A. I heard that they were coming in.

Q. You heard them say they were coming in?

A. Not them, particularly them.

Q. No, you heard other people.

(Testimony of Joe Bockwinkel.)

Did you discuss the B.C. shingles with Martin? Or with Conrad? A. Not very much.

Q. Did you discuss them at all?

A. I probably did a little bit.

Q. Do you remember what you said and what Mr. Conrad said? A. No, I don't.

Q. If I showed you an affidavit do you think that that might refresh your recollection?

A. Yes.

Q. I will show you an affidavit dated April 2, 1952, and signed and sworn to by you before John N. Rupp, and ask you to read this and see if it does not help refresh your recollection as to any conversation that you had with Bill Conrad or John Martin about the B.C. shingles.

A. Yes. That was after this. When I said here was on a Monday.

Trial Examiner Royster: No, the question is does it [137] refresh your recollection? Read it over.

The Witness: Yes.

Q. (By Mr. Constantine): All right. Now, do you recall what Bill Conrad and John Martin told you about the B.C. shingles?

A. Yes. We could not run them. That was on a Monday. That was on the 14th I guess.

Q. They told you that on a Monday?

A. That was on January 14th, I guess.

Q. That was on the 14th? A. Yes.

Q. All right now. On the 14th you did report to work? A. Yes, I did.

(Testimony of Joe Bockwinkel.)

Q. Did you go to work? A. No, I did not.

Q. Did you see any other employees?

A. Yes.

Q. Around the plant?

A. Well, there was John A. Martin, Bill Conrad, Delbert Richards and there could have been more; I don't know.

Q. Were they around there?

A. Yes, they were all there by the office.

Q. Did you talk to Martin and Conrad?

A. Yes.

Q. Now, did you discuss Canadian shingles with them?

A. A little. And they said that they were going up to [138] Mr. Art Brown's and I said that I would wait and see when they came back, and they never came back.

Q. They said they were going up to Art Brown's?

A. Yes.

Q. Now, after the 14th of January you were away on a vacation of some sort, were you?

A. Yes.

Q. You did not come back until about when?

A. Oh, on about, I was gone about, I never left for, it was a week before I left and I was gone about ten days.

Q. Then when you got back from your vacation did you go to see Art Brown?

A. Yes. Rosenbach and I.

Q. You and who else?

A. Rosenbach.

(Testimony of Joe Bockwinkel.)

Q. And what was the purpose of going up to see Mr. Brown?

A. Well, Rosenbach came and said that the company would back us up on fines or whatever the union would levy and we went and saw Art Brown.

Mr. Flood: May I ask that be read again because I did not hear it?

(Answer read.)

The Witness: We asked him if we could go back to work and he said that he could not stop us but that we would be blacklisted or in bad with the union. [139]

Q. All right. Art Brown said that?

A. Yes.

Q. And when you asked him about going back to work, did you tell him at what place?

A. Yes.

Q. What place was it? A. Sound Shingle.

Q. The shake mill at Sound Shingle?

A. Yes.

Q. That is about all of the conversation that you had with Art Brown?

A. Yes. He said that he could get us a job in Seattle.

Q. He said that? A. Yes.

Q. That is about all? A. That is about all.

Q. Do you know if the shake mill has operated since? A. No, it hasn't.

Q. Since January 11th, 1952?

A. No, it has not.

Mr. Constantine: That is all.

(Testimony of Joe Bockwinkel.)

Cross Examination

Q. (By Mr. Flood): That is the first time you ever saw Art Brown, was it not?

A. Oh, I have seen him lots of times but to talk about [140] union, yes.

Q. That was the first time? A. Yes.

Q. The first time you ever talked to him about anything connected with Sound Shingle?

A. As far as Canadian shingles were concerned, yes.

Q. And that was a couple of weeks after the shutdown? A. About three weeks.

Q. Three weeks. You are working there now?

A. Yes.

Mr. Flood: That is all.

Trial Examiner Royster: Are there any further questions?

Miss Krug: I have one question.

Cross Examination

Q. (By Miss Krug): Do you customarily get a newspaper called "The Shingle Weaver"?

A. Yes, I do.

Q. How often do you get it?

A. It comes once a month; If I want to take it, I take it; and if I don't, I don't.

Trial Examiner Royster: You will have to keep your voice up.

Miss Krug: That is all, thank you.

(Witness excused.) [141]

ELWIN ROSENBACH

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Constantine): Your name is Elwin Rosenbach? A. Yes.

Q. And where do you live?

A. Route 1, East Stanwood, Washington.

Q. In Marysville, Washington?

A. East Stanwood, Washington.

Q. Oh, I see. And on January 14th of this year you were employed by what company?

A. By Sound Shingle.

Q. As what? A. Shake seeder.

Q. In the shake mill or in the shingle mill?

A. In the shake mill.

Q. And you remember that on January 11th, 1952, some B.C. shingles came down to the shake mill? A. Yes.

Q. And you were there at the time?

A. Yes.

Q. Were you on the second shift too?

A. Yes. [142]

Q. That starts at what time?

A. At 2:45 p.m.

Q. And finishes about what time?

A. About 9 o'clock p.m.

Q. Now, do you remember about what time the B.C. shingles came in?

(Testimony of Elwin Rosenbach.)

A. It was some time after 4:00 o'clock p.m.

Q. And when they came in what did you do?

A. Well, we opened the car and looked at them.

Q. Who was with you when the car was opened?

A. Jack Butters, Walt Nelson, John A. Martin, and Curley Richards.

Q. And John A. Martin is the shop steward in the shake mill, is he? A. Yes.

Q. All right. Then when what happened when you went with these fellows to the car?

A. Well, we opened the door and pulled out the bundle.

Q. Do you remember who opened the door?

A. I think it was Jack Butters. I am sure it was Jack Butters.

Q. Yes, and then what?

A. We looked at one bundle and saw that they were unfair shingles and put it back and closed the door.

Q. Did anyone say anything? [143]

A. Oh, there was some conversation about them.

Q. Do you remember what the conversation was?

A. I don't remember right now.

Q. Do you recall any of it?

A. No.

Q. Well, what did the men do after they put the unfair shingles back in the car?

A. They went home.

Q. Was that on orders from the company?

(Testimony of Elwin Rosenbach.)

A. No.

Q. They just went home?

A. Yes. Well, we knew we could not work on unfair shingles so there was not much else to do.

Q. All right. Now, after that the next working day would be Monday, January 14th, 1952?

A. Yes.

Q. Did you go back to work on the 14th?

A. I think I went down on the 14th, yes.

Q. Was there any work there?

A. No.

Q. The shake mill was shut down?

A. It was shut down, yes.

Q. Has it opened up since as far as you know?

A. No.

Q. Now, at some time afterwards you went with Joe [144] Bockwinkel to see Art Brown, did you not, about going to work in the shake mill?

A. Yes.

Q. And you just heard Joe Bockwinkel. Is that about what Art Brown said?

A. Well, yes, that is about it.

Q. In your own words can you tell us what he said?

A. Well, he said that he could not stop us from going back to work but that they were unfair shingles and we would be on the blacklist.

Q. You would be on the blacklist if you went back to work?

A. Yes.

(Testimony of Elwin Rosenbach.)

Trial Examiner Royster: You will have to speak up so the official reporter hears you.

Q. (By Mr. Constantine): Did you tell him what place you wanted to go back to work to?

A. Yes.

Q. What place was it? A. Sound Shingle.

Q. The shake mill? A. The shake mill.

Q. You did say that? A. Yes.

Q. At present you are working where?

A. At the Colonial Shake. [145]

Q. That is in Seattle? A. Yes.

Q. And do they work on Canadian shingles down there?

A. They have worked on Canadian shingles, yes.

Q. While you were there? A. Yes.

Q. Did they put the union label on, the A. F. of L. union label on?

Trial Examiner Royster: What difference does it make?

Mr. Constantine: Counsel brought it out; I don't think it makes any difference at all, Mr. Examiner.

Trial Examiner Royster: All right.

Q. (By Mr. Constantine): All right now, against that, that is all.

Trial Examiner Royster: Have you any questions, Miss Krug?

Miss Krug: No, thank you.

Cross Examination

Q. (By Mr. Flood): You are now employed

(Testimony of Elwin Rosenbach.)

elsewhere, are you not? You are not employed by the Sound Shingle?

A. Well, I suppose I would still have my job back when they start up.

Q. How long have you been working where you are now? A. One week.

Q. Have you ever talked to Art Brown before the shingles [146] came in on January 11th?

A. No, sir.

Q. It was some several weeks afterwards that you talked to Art Brown? A. Yes.

Mr. Flood: That is all.

Mr. Constantine: All right. You are excused.

(Witness excused.)

RICHARD FRANK TIDY

A witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Constantine): Will you please state your full name for the record?

A. Richard Frank Tidy.

Q. And you live where?

A. Marysville, Washington.

Q. And your position?

A. Now superintendent of the Sound Shingle Company.

Q. And that also is in Marysville?

(Testimony of Richard Frank Tidy.)

A. That is right.

Q. I think you were present on January 13th, 1952, when Art Brown and Mr. Uttley came to Sound Shingle, is that right?

A. That is right.

Q. And you heard the statements of Mr. Stuck and Mr. John [147] E. Martin with respect to the short conversation that occurred that day; is that about what transpired?

A. That is just about what happened.

Q. Now, then, after Brown and Uttley left did any other union officials come to the plant on January 13th?

A. There was somebody came to the door about twenty minutes after Mr. John E. Martin, or after Mr. Brown had left and Mr. John E. Martin happened to be at the door and he said, "Oh, it is Mr. Al Sarrett," and he opened the door and invited him in. And I had never seen Albert Sarrett before and Mr. Martin introduced us. There was a short—

Q. Do you remember how he introduced Mr. Sarrett?

A. Well, no I don't right now, but at the time, why, shortly after that I spoke to Mr. Sarrett and he told me he was a field representative and we talked for a couple of minutes about his son. His son worked for me when I was superintendent of the Western Shake and Cedar in Seattle and that is how I happened to, how he happened to stick in my mind.

(Testimony of Richard Frank Tidy.)

Q. Now, was there any talk between Mr. Sarrett and anybody else in the office on January 13th?

A. Yes. There was a couple of questions brought up about the union clauses and Mr. Sarrett said that he would go out and get somebody that knew more about it, about the union contract than what he did so he went out and brought in a [148] gentleman by the name of Fred Baker, a gentleman that he introduced as Fred Baker from Wheeler, Oregon, a representative of the Wheeler, Oregon, local as I understand it and had been with Mr. Sarrett up at the delegation meeting or convention at Bellingham.

Q. So they brought Mr. Baker in?

A. That is right.

Q. Was there any talk among the people there after Baker came in?

A. Yes, quite a bit. They started to talk about this agreement and Mr. Martin asked Baker what he—

Q. What agreement are you referring to?

A. This one here, this 1951 agreement.

Q. That is respondent's Exhibit No. 4?

A. That is right.

Q. All right.

A. We had two of them open on the desk and we were referring to them back and forth and then Mr. Martin put his down and he said, "Well, on this deal that we have here why is it that you are allowing them to run Canadian shingles down in Seattle and you are not going to let us run them

(Testimony of Richard Frank Tidy.)
here?" and Mr. Baker said, "Well, I did not know that they are," and I spoke up at the time and I said, "Yes, that I had been in Seattle and working in Seattle and I knew four definite plants that were running this week on them." And Mr. Martin said that he had [149] been and saw them running and he specifically mentioned Color Shake. With that Mr.—

Trial Examiner Royster: Let me interrupt here for a minute. Is this witness going to testify to the same thing that Mr. Martin and Mr. Stuck testified?

Mr. Constantine: As Mr. Martin and as Mr. Stuck testified.

Trial Examiner Royster: It is cumulative.

Mr. Constantine: All right, sir.

Trial Examiner Royster: I will excuse the witness from the necessity of going over all this again until such a time where it might appear that there is some dispute as to what happened.

Mr. Constantine: All right, very well. You may step down.

Trial Examiner Royster: Do you care to examine him on what he has already said?

Mr. Flood: No examination.

Trial Examiner Royster: All right, the witness is excused.

(Witness excused.)

Mr. Constantine: I would like to have the next witness sworn and he, too, will be cumulative, Mr. Examiner.

Trial Examiner Royster: All right. I do not see any point in going over this story again and again. [150]

Mr. Constantine: All right. I will call Mr. Frank S. Barker.

FRANK S. BARKER

a witness called by and on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Constantine): Will you state your full name for the record please?

A. Frank S. Barker.

Q. What is your address?

A. Route 1, Chagrin Falls, Ohio.

Q. You are a partner with Mr. Martin in the Sound Shingle Company? A. Yes, sir.

Q. And you were present at which conversations between the Sound Shingle officials and the union officials?

A. On Sunday, January 13th, 1952.

Q. That is, there were two groups there that you would testify to, the first group was Brown and Uttley who came in for a short while?

A. Yes, sir.

Q. And the second group was Sarrett who was shortly followed by Mr. Baker? A. Yes, sir.

Q. And you have heard Mr. Stuck's and Mr. Martin's [151] testimony with respect to those meet-

(Testimony of Frank S. Barker.)

ings and if you were to testify you would say about the same thing? A. I would.

Q. Now, on January 11th, 1952 your shake mill closed down on account of a work stoppage there?

A. Yes, sir.

Q. Is that work stoppage still on?

A. Yes, sir.

Q. All right. So that at present your mill is not operating? A. That is right.

Q. The shake mill?

A. The shake mill is not operating.

The reason it is not operating is on account of that work stoppage? A. That is right.

Mr. Constantine: I have no more questions.

Trial Examiner Royster: Are there any questions of this witness?

Mr. Flood: Well, I would like to ask him a question but it may not be proper cross examination.

Trial Examiner Royster: Go ahead.

Cross Examination

Q. (By Mr. Flood): How much time do you spend at the Marysville operation? [152] Not very much? A. Not very much.

Q. You have a substantial interest in the Perma Products Company in their plant in Chehalis, Washington, have you not?

Mr. Constantine: Objection.

Miss Krug: Objection.

Trial Examiner Royster: Sustained.

(Testimony of Frank S. Barker.)

Q. (By Mr. Flood): You do not spend a great deal of your time in Washington, do you?

A. It depends on what you mean by a great deal of my time. Do you want to be specific?

Q. Yes; let us know how much.

A. Approximately one half .

Q. One half of a year do you mean?

A. Half of the time, half of the month.

Mr. Flood: That is all.

Re-direct Examination

Q. (By Mr. Constantine): Half of the month; how often, every month?

A. Every month; it varies.

Mr. Constantine: That is all.

Trial Examiner Royster: You are excused.

(Witness excused.)

Mr. Constantine: The General Counsel will rest,
Mr. Examiner. [153]

Trial Examiner Royster: All right.

Mr. Flood: Will your Honor give us just a moment's recess?

Trial Examiner Royster: Surely. Let's take a five minute recess.

(Short recess.)

Trial Examiner Royster: On the record.

Mr. Flood: Respondents will at this time move to dismiss the complaint, upon the ground first that the complaint itself states no grounds upon which a violation of the Act 8(4)(b)(a) could be established and secondly upon the ground that the evi-

dence produced by the complainant fails to establish a violation of 8(4)(b)(a).

Trial Examiner Royster: Well, the complaint of course is drawn almost in the language of the section. And it does appear that there has been a work stoppage here and there certainly is evidence which could support a finding, it seems to me that the purpose of the stoppage was to persuade Sound Shingle to cease doing business with a Canadian manufacturer or processor of shingles.

Mr. Ward: With whom, sir, the respondents had no quarrel whatsoever on a secondary boycott.

The dispute so far has been with Sound Shingle, the primary employer.

There has been no evidence here that either of the [154] respondents have attempted to organize North Shore. There has been no evidence of a quarrel with North Shore and the employees of the primary employer.

There is a dispute which centered right here with Sound Shingle.

Your element of a secondary boycott is missing within the language of the allegations of the complaint.

All boycotts are not unlawful. A primary boycott, which this appears to be so far at this state of the record, there has been no attempt to show that North Shore has been a party to any disputes with respondents. And respondents have not attempted to organize their employees.

So far as we are concerned North Shore is a

total stranger in so far as the respondents are concerned.

Trial Examiner Royster: The evidence is, however, that the shingles that arrived at the plant on January 11th were shingles of North Shore and that they came to the Sound plant for processing.

It was a product of North Shore that came to the plant as I understand the evidence.

Mr. Flood: That, however, was merely per accident, incidental. The union itself knew nothing about it at the time that that happened. The union was not a party to it. It was an arrangement for the convenience of North Shore and Sound Shingle to which the union was not privy or a party. [155]

Trial Examiner Royster: You mean as far as the property in the shingles is concerned?

Mr. Flood: As far as the property is concerned.

It does have some far reaching effects which will be dealt upon at some length in this case but for the moment I don't think we care to discuss that phrase of it, do we?

Mr. Ward: No.

Mr. Flood: But I do want to call the Examiner's attention to just the skeletal ground upon which we rely. The Act provides in Section II, Paragraph 6, or rather Paragraph 9 that a term "labor dispute" includes any controversy concerning terms, tenure, or conditions of employment or concerning the association or representation of persons in negotiating, fixing, maintaining tenure or seeking to arrange terms or conditions of employment.

Now, if there is a labor dispute here, that labor

dispute lies immediately and directly between the union and the Sound Shingle and no one else. Some inchoate, anomalous party in Canada, of whom we had no notice, or no knowledge whatsoever is no party here at all to this dispute.

And then when we transpose that into the terms of Section 8(4)(b)(a) we, if we are seeking to do anything here whatsoever, we are seeking to induce or encourage not the employees of Sound Shingle of whom we know nothing about or North Shore rather, of whom we have no knowledge whatsoever [156] but we are seeking to, we are charged with seeking to induce or encourage the employees of Sound Shingle where the object is to do what? "To force or require Sound Shingle—no other person—from using the products of some other manufacturer."

Now, we don't know who any other manufacturer in this case happens to be, but we do say this, to constitute a charge of secondary boycott under the act it is now well established that the boycott in question must be a secondary boycott; it must be a boycott where there are more than one employer. In this case the only employer of any employees who have a dispute here are the employees of the Sound Shingle and the local union. Since there is an entire absence of a secondary employer there is an entire absence of an essential element to constitute an unfair labor practice.

I am not going to argue this question any farther but I think that the point that we raised is far reaching.

Trial Examiner Royster: Well, certainly I will

consider the point that you raised and give it serious thought but I will deny the motion at this time.

Miss Krug: Mr. Examiner, may I ask leave at this time for permission to submit a brief of the question of whether or not the acts charged constitute a secondary boycott?

Trial Examiner Royster: Yes.

Miss Krugg: Since you have indicated that you would entertain the motion at a later time I would like now for the [157] record to obtain leave to file a brief on that point.

Trial Examiner Royster: All right. Well, now when we come to the close of the hearing we can set the time within which to file briefs.

Miss Krug: That is fine.

Trial Examiner Royster: Are you going to proceed with evidence, Mr. Flood?

Mr. Flood: Yes.

Mr. Martin, may I ask you just a few questions?

JOHN E. MARTIN

a witness previously sworn testified as follows:

Direct Examination

Q. (By Mr. Flood): You have previously been sworn? A. Yes.

Mr. Constantine: I take it that now Mr. Martin is Mr. Flood's witness?

Mr. Flood: Why, of course. Not a friendly witness I may say.

Trial Examiner Royster: Of course, I will not forget the relationship between the parties in respect to the examination. All right.

(Testimony of John E. Martin.)

Q. (By Mr. Flood): Mr. Martin, when is the contract that you have with North Shore terminable?

A. Well, for at least a year. We agreed to go into it for at least a year and then at the end of another year we are [158] going to talk about it.

Q. It is an oral contract for at least a year?

A. Yes.

Mr. Flood: That is all.

Trial Examiner Royster: All right. Are there any question of Mr. Martin?

Mr. Constantine: No. None from the General Counsel.

Trial Examiner Royster: That is all, Mr. Martin.

(Witness excused.)

Mr. Flood: Now I will call Mr. John A. Martin.

JOHN A. MARTIN

a witness called by and on behalf of the respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Flood): What is your name, Mr. Martin? A. John A. Martin.

Q. Where do you live?

A. Marysville, Washington, 310 Alder Street, Marysville, Washington.

Q. How long have you lived there?

A. Nine years.

(Testimony of John A. Martin.)

Q. What is your employment?

A. I am a shingle packer.

Q. Where are you employed now?

A. At the Jamison Shingle Company. [159]

Q. How long have you been employed at Jamison's.

A. Well, I worked there two weeks and then the mill broke down. We have been down about four weeks I guess; it would have been about six weeks.

Q. Is that at Everett?

A. This is at Everett, yes.

Q. How long have you been engaged in shingle weaving operation?

A. On and off for thirty-five years.

Q. Have you been employed at the plant that is now owned by the Sound Shingle Company?

A. Yes.

Q. How long have you been employed there?

A. Oh, approximately two years.

Q. And what is your employment?

A. Shingle and shake packer.

Q. Are you a member of local 2580?

A. Yes, sir.

Q. How long have you been a member of local 2580? A. Since 1937.

Q. When you were employed by the Sound Shingle Company were you, or did you have any function on behalf of the local for the employees at the plant?

A. Well, I was steward about the last six months.

(Testimony of John A. Martin.)

Q. As steward did you have anything to do with the handling [160] of the union label, the brotherhood's label?

A. Well, as a packer I did.

(Thereupon the document above referred to was marked Respondent's Exhibit No. 5 for identification.)

Q. Showing you our Exhibit No. 5 for identification and examining that, can you tell me what that is? Do you know what that means?

A. This is our union stamp. That goes on the bundles, on every bunch.

Q. That is your union stamp that bears your union label? A. That is right.

Q. Granite Falls Shingle Company, of course, do you know what that is? A. Yes.

Q. Do you know where that is? A. Yes.

Q. That is nearby? A. Yes.

Q. Does this information appear on all union stamps or just the part below here?

A. That is right.

Q. Just the part below? A. Yes.

Mr. Flood: Then I am willing to seal off the Granite [161] Falls part and offer merely the union's stamp.

Mr. Constantine: Do you offer them now?

Mr. Flood: I offer this one now, yes.

Mr. Constantine: That is Respondent's Exhibit No. 5?

Mr. Flood: Yes.

Mr. Constantine: I object, Mr. Examiner.

(Testimony of John A. Martin.)

Trial Examiner Royster: What purpose is the exhibit to serve in evidence? How does it tie in with your defense?

Mr. Flood: It is just a part of the practice of the union in administering its union stamp.

Trial Examiner Royster: Well, I understand that but how does the use of the union stamp constitute a part of your defense to the allegations of the complaint?

Mr. Flood: Of course, it is very clear in our position that the union here is confronted with the question of its right to protect itself against using products that do not bear the union stamp.

Trial Examiner Royster: Well, these products that came in we will assume did not bear the union stamp, the B. C. shingles.

Mr. Flood: That I think has already appeared from the evidence.

Trial Examiner Royster: I think so.

Mr. Flood: And we simply offer this exhibit for the purpose of showing the great care and the elaborate [162] machinery that the union has set up to make sure that its services are rendered only in connection with its own label.

Trial Examiner Royster: I do not understand it. I understand what you are saying, of course, but I don't see where it fits into the pattern of the case in any respect.

I will sustain the objection and that may go into the rejected file.

(The document heretofore marked respond-

(Testimony of John A. Martin.)

ent's Exhibit No. 5 for identification, was rejected in evidence.)

[See page 63 of this printed Record.]

Mr. Flood: I will also ask the official reporter to kindly mark Respondent's Exhibit No. 6.

(Thereupon the document above referred to was marked Respondent's Exhibit No. 6 for identification.)

Mr. Flood: And the same ruling with respect to Exhibit No. 6?

Trial Examiner Royster: Well, I don't know what Exhibit No. 6 is.

Mr. Constantine: That is apparently a smaller copy of the same union label and I object to that.

Trial Examiner Royster: All right. It may too go into the rejected file.

(The document heretofore marked Respondent's Exhibit No. 6 for identification, was rejected in evidence.)

[See page 64 of this printed Record.] [163]

Q. (By Mr. Flood): How long have you been a packer at the Sound Shingle?

A. Oh, approximately two years.

Q. And during that time what have you done with regard to the affixing of the union labels to shingle products?

A. Well, we put them on or we put a label on every bunch or a stamp.

Q. Now what is the difference between a label and a stamp?

(Testimony of John A. Martin.)

A. Well, a label is a paper and a stamp, a rubber stamp we stamp on.

Q. A label is used in the case of products that are shipped under certigrade, do you?

A. Yes, that is right, with the company's name on it.

Q. With the company's name on it. And the stamp is used in the case that they are shipped without any trade name? A. That is right.

Q. During the period of the two years that you were in charge of the stamp on your shift, was it just on your own shift? A. That is right.

Q. And who was in charge of the stamp on the other shifts?

A. Well, the packers on the other shifts.

Q. Do you know of any shingle products that were manufactured and shipped from Sound Shingle that did not bear the union label? [164]

Miss Krug: Object.

Mr. Constantine: I join in the objection.

Trial Examiner Royster: All right. I will sustain the objection.

Mr. Flood: I think that I should be enlightened as to the grounds of the objection.

Miss Krug: I object on the ground that it is immaterial.

Trial Examiner Royster: Well, that certainly would seem to be so.

Mr. Flood: It seems to me that if the unions have a consistent and invariable practice of working only on products to which the union label is at-

(Testimony of John A. Martin.)

tached, or conversely, that on all products that they do process they require the attachment of the union label, that is relevant evidence.

Trial Examiner Royster: Well, it is not necessary to go through all of this elaboration. Is it a fact that the union refused to work on the shingles, the B. C. shingles because there was no union label on them?

Mr. Flood: That over-simplifies it. It is a fact that certain union members did so.

Trial Examiner Royster: Well, the fact that they invariably used a union label at the Sound mill before that time does not seem to me to have any bearing on it, material bearing. [165]

Q. (By Mr. Flood): Your position as a shop steward is appointive and not elective, is it?

A. That is right.

Q. And your appointment is right there at the shop, is it not?

A. In that one place, yes.

Q. Did anybody ever order you not to work on that carload of shingles that arrived January 11th?

A. No, sir.

Q. Why did you go home rather than work, rather than to work on them?

Mr. Constantine: I object.

Trial Examiner Royster: Overruled. You may answer.

The Witness: Well, that was always the understanding with us that we would not work on unfair products.

(Testimony of John A. Martin.)

Q. (By Mr. Flood): Did Art Brown ever talk to you about working or not working on those shingles?

A. I had not seen Art Brown to talk to him about those shingles until he came in.

Q. Until after the stoppage had occurred?

A. That is right.

Mr. Flood: That is all; you may examine.

Cross Examination

Q. (By Mr. Constantine): You are a shop steward in the shake mill? [166]

A. That is right.

Q. And Bill Conrad is in the shingle mill?

A. That is right.

Q. At the Sound Shingle? A. Yes.

Q. And on January 11th, 1952, you were shop steward for local 2580 at the shake mill?

A. Yes.

Q. Do you remember a carload of B. C. shingles that came in in late 1950, Mr. Martin, to the Sound Shingle Company which at that time was not owned by Mr. Martin and Mr. Barker?

A. That is right.

Mr. Flood: A carload in what year?

Mr. Constantine: Late in 1950.

The Witness: Yes, I was there.

Q. (By Mr. Constantine): And you had some talk with Art Brown about working on those?

A. I never did, no.

(Testimony of John A. Martin.)

Q. All right. Do you remember that you made an affidavit to Mr. Hilburn, Mr. Martin?

A. Yes, sir.

Q. Were you telling him the truth do you think at the time that you made the affidavit—

Mr. Flood: I object to the form of the question.

Trial Examiner Royster: Overruled. You may answer. [167]

The Witness: I thought I was.

Q. (By Mr. Constantine): You thought you were.

And your memory was fairly good at that time?

A. It should have been.

Q. And I would like to ask you this, to show you this affidavit which is signed by you and sworn to before Mr. Hilburn, the Field Examiner for the National Labor Relations Board. A. Yes.

Q. And this affidavit says, "I, John A. Martin was working for Sound Shingle Company in late 1950 before the present owners took over when they got a car of Canadian shingles in and we got special permission from Art Brown to run them. At this time Art Brown told us that we could run the one car but the next car that came in the men were not supposed to touch them."

Do you remember that in the affidavit?

A. He never told me, though, because I had not talked to him.

Q. I understand that.

That is in the affidavit, is it not?

A. I guess it is.

(Testimony of John A. Martin.)

Q. Well, I want you to look at it and see if it is.

A. Yes. Well, Art Brown never told me that because I had not seen Art. [168]

Q. You can answer my question.

Is it in there, in the affidavit?

A. Yes, absolutely it is.

Q. And is that your signature to the affidavit?

A. That is right.

Q. And did you swear to that affidavit before Mr. Hilbun?

Did he swear you? A. I don't know.

Q. You don't know if he swore you?

A. No, he did not.

Q. He did not swear you in to it? A. No.

Q. Do you mean this statement here, "sworn to before me this eleventh day—"

A. I just signed it.

Q. He did not swear you in on it? A. No.

Q. Now, you were in my office around April 1st or April 2, thereabouts, weren't you, when I was here? A. That is right.

Q. And do you recall you told me that that was true when I asked you about that affidavit?

A. I don't remember that.

Q. Well, do you recall you told me that you would like to sign another affidavit like it but the union would not let [169] you?

Do you deny that you made that statement?

A. I said I would not sign one.

Q. You also said you had talked to the union about it. A. I had.

(Testimony of John A. Martin.)

Q. Do you remember making that statement?

A. No, I don't know.

Q. And you have talked to the union since then, haven't you? A. Sure.

Q. And you have brought boys down from the mill, haven't you?

A. I haven't, no. I have come down with them.

Q. You have come down with them to the union office? A. That is right.

Q. Were you present when Mr. Bockwinkel and Mr. Nelson and Rosie went to the union office?

A. I might have been. I must have been.

Q. Last week or this week, I don't recall when?

A. That is right.

Q. And the boys were told to change their story that they had in their affidavits, weren't they?

A. I never heard it.

Q. You were not there when they were told that?

A. No. [170]

Q. All right. But they were brought to the union office, weren't they? A. Yes, sir.

Q. And they were asked about their affidavits that they had given here?

A. I don't remember whether they was or not asked about them.

Q. It was just last week. Can't you remember what happened last week?

A. I can but I believe they read them to them.

Q. Read what?

A. Their affidavits what they wrote.

(Testimony of John A. Martin.)

Q. The unions had a copy of these affidavits that I have? A. Well, I don't know.

Mr. Constantine: All right. I have no more questions.

Miss Krug: I have one question.

Trial Examiner Royster: All right.

Cross Examination

Q. (By Miss Krug): You stated I believe on direct examination, Mr. Martin, that you had an understanding that you, you were not to work on unfair shingles? A. That is right.

Q. With whom did you have that understanding?

A. Well, we had it for years. I don't—we have always had that. We haven't—I don't believe direct from any union. [171]

Q. When you say "we" who are you including in that?

A. That includes all union members.

Q. And was it you that decided that these Canadian shingles were unfair?

A. That is right.

Q. And what was the basis for that decision?

A. Well, they did not have the union label on them.

Miss Krug: No more questions.

Trial Examiner Royster: Is there anything further?

Mr. Flood: Yes.

(Testimony of John A. Martin.)

Redirect Examination

Q. (By Mr. Flood): You were in my office, were you not? A. That is right.

Q. Yesterday. And you told me, did you not, that you had made some affidavit, you had signed some affidavit for the board that they did not give you a copy of and you did not know what was in it?

A. Yes, that was the first one.

Q. And I did not ask you to sign any statement whatsoever, did I? A. No, sir.

Q. Now tell the court exactly what I told you with respect to what you should say when you testified here.

You were subpoenaed, were you not by the company, by the Government? [172]

A. That is right.

Q. You told me that you were subpoenaed.

A. Yes, sir.

Q. And what did I tell you about your testimony? A. You told me to tell the truth.

Q. Exactly, did I not? A. Yes.

Q. And the same thing to Mr. Rosenback and to Mr. Bockwinkel? A. Yes.

Q. What have you done with your subpoena?

A. I have it.

Mr. Flood: That is all.

Mr. Constantine: Wait a minute.

Recross Examination

Q. (By Mr. Constantine): You came to my

(Testimony of John A. Martin.)

office around the first of the month too, didn't you?
I don't mean the exact date; you did come in?

A. Yes, well yes.

Q. Do you recall what I told you?

Did I ask you to tell the truth too?

Mr. Flood: I think that that is improper.

Mr. Constantine: This is cross examination.

Mr. Flood: May I be heard?

Trial Examiner Royster: Yes. [173]

Mr. Flood: I did not make the slightest reflection on anything that counsel may have advised this witness but he was unkind enough to intimate and in fact to directly declare that I advised this witness to change his story and I want the record to be very clear about that that I definitely challenge it.

Trial Examiner Royster: I will sustain the objection.

Is there anything further?

Mr. Constantine: That is all.

Trial Examiner Royster: You are excused, Mr. Martin.

(Witness excused.)

Mr. Flood: I will call Mr. Art Brown.

Your Honor, we had assumed that this would be, or rather that the board's case would be much longer than it has been and in fact we asked that, or rather we inquired yesterday and we were told that it would take two days and I may state to you that we are not prepared to proceed at this time and that we would like to ask that this be recessed until tomorrow morning.

That is without any idea of delaying the outcome of the case because I believe that it could very easily be dispatched within tomorrow's court day.

Mr. Constantine: May I ask this, Mr. Examiner, I am not in opposition to this. I would like to ask about how long Mr. Brown, or rather Mr. Flood's case will take. [174]

Trial Examiner Royster: Well, maybe Mr. Flood can tell us.

Mr. Flood: I should not want to commit myself too irrevocably on that but I don't think that it will take more than half a day.

Trial Examiner Royster: Do you think likely that we can finish tomorrow morning?

Mr. Flood: Yes.

Trial Examiner Royster: All right. Is that agreeable with you Miss Krug?

Miss Krug: Yes.

Trial Examiner Royster: Is 9:30 a.m. an agreeable hour?

Mr. Flood: It is with us.

Trial Examiner Royster: All right. At this time we will recess until 9:30 o'clock tomorrow morning.

(Whereupon, at 3:00 o'clock p.m., Thursday, April 24th, 1952, the hearing was adjourned until tomorrow, Friday, April 25, 1952, at 9:30 o'clock a.m. [175]

Trial Examiner Royster: On the record. Now, we had just sworn Mr. Brown in yesterday afternoon when we recessed. Do you want to resume with him or start with him?

Mr. Flood: I would like to interrupt for a moment and call another witness.

Trial Examiner Royster: All right.

Mr. Flood: I will call Mr. Martin.

JOHN E. MARTIN

previously sworn, testified as follows:

Re-Direct Examination

(By Mr. Flood): Mr. Martin, I want to inquire briefly about the car of shingles that was on your spur there from January 11th, 1952, for a couple of weeks. You shipped that and I understood you to say that you sold it to the Perma Products Company at Chehalis, Washington?

A. That is right.

Q. They paid you for it? A. Pardon me.

Q. Perma Products paid you for it?

A. Yes, sir. After the car had set there we finally paid North Shore for it to get them off the book.

Q. You bought the car from North Shore and then you sold it to Perma Products? [179]

A. Yes, after February when the boys refused to run it, then we bought the car from North Shore and paid them and re-sold it to Perma Products.

Mr. Flood: That is all the questions that I have.

Mr. Constantine: I have a question.

Re-Cross Examination

Q. (By Mr. Constantine.: Was there anything in the contract between Sound Shingle and North

(Testimony of John E. Martin)

Shore as to whether any labels would be attached to the North Shore grooved shingles?

A. No. No, the only specification was that North Shore's labels would go on. They were shipped out in the name of North Shore Shingle Company and they were going to furnish us a supply of their own labels, what they called "Norshore" Brand.

Q. And the contract provided that you were to apply those labels to the North Shore Shingles?

A. Yes. Our name would not appear in the picture at all because they did not even want their customers to know who was doing this work for them or where the shingles were coming from.

Q. That is you shipped them direct to their customers?

A. The whole appearance would be as though they were coming direct from the North Shore Shingle Company.

Q. So that the bill of lading also was with the North Shore's named as the consignor. [180]

A. Would be made out showing the North Shore Company as shipper and our name would not appear in the picture at all.

Mr. Constantine: All right. I have no more questions.

Trial Examiner Royster: Are there any further questions of the witness?

Mr. Flood: Yes.

Re-Direct Examination (Cont.)

Q. (By Mr. Flood): Do you have available the North Shore labels?

(Testimony of John E. Martin)

A. I think we have. I am not sure if we have any yet or not.

Q. Will you produce them please?

A. Do you mean right now?

Q. How long will it take? Could you telephone your Marysville office and have them here this afternoon?

A. I don't know; I won't say for sure. I did not say for sure. I said I don't know whether we have them on hand but that was the agreement.

Mr. Flood: Then, Mr. Examiner, I ask for the issuance of a subpoena duces tecum to produce such North Shore labels.

Miss Krug: If the court please, I object to the issuance of any subpoena unless the witness can make certain that he has in his possession the matter about these subpoenas.

Mr. Flood: I asked for the subpoena duces tecum and [181] then the witness can make such return to that subpoena as he can.

Trial Examiner Royster: Well, I will have to give you a subpoena on application; so, are you through with the witness otherwise?

Mr. Flood: Yes. Pardon me; just a minute. He will be available upon the return to the subpoena, will he not?

Trial Examiner Royster: I do not know. I will give you the subpoena and then it is up to you to handle it.

Mr. Flood: That is all until the subpoena is issued.

(Testimony of John E. Martin)

Mr. Constantine: All right, you may step down, Mr. Martin.

Trial Examiner Royster: Off the record.

(Discussion off the record)

Trial Examiner Royster: On the record.

Q. (Mr. Flood): It was a part of your plan, was it, to have your employees in the Sound Shingle attach North Shore labels to your bundles when they were shipped?

A. Not necessarily. There were already two cars of shingles shipped under this agreement, but we shipped them from our plant to another plant for staining, at which time the North Shore label was attached, and for your information—

Mr. Flood: I object to volunteer testimony.

Trial Examiner Royster: All right. [182] Are there any further questions?

Mr. Flood: Yes.

Q. (By Mr. Flood): Those two cars, they were not shipped to Sound Shingle, were they?

A. No. No, we used our own shingles up there to groove. We grooved them and we re-shipped them to the staining plant for North Shore and North Shore were to replace those two cars. It was a matter of convenience that they wanted the orders out before their cars could arrive at our mill for grooving.

Q. So you used your own shingles?

A. We used our own shingles as an expediency to expedite the shipment.

(Testimony of John E. Martin)

Q. That were manufactured in your own shingle mills?

A. That is right, Well, now wait pardon me. They may not have been manufactured in our own shingle mill. They may have been shingles that we purchased from local American mills because at that time we were purchasing quite a few.

Q. That was before the shingle mill shut down?

A. No, no, no. This was in January, I believe, either the latter part of December or the early part of January; no, it was the latter part of December. We made this agreement the 1st of December, around the 1st of December and then some time during December they wanted these two orders shipped quick and they said to go ahead and use your own [183] shingles and we will replace them.

Q. Those two orders, however, bore the union label, did they not?

A. Well, that I do not know but I do know definitely that when they left the staining plant they did not because that staining plant does not use the union label.

Q. Well, you have no staining plant?

A. No, sir. I am talking about the staining plant that we shipped them to for North Shore.

Q. But when they left your shop, when they left your plant, they had the union label?

A. Well, that I would not know because I did not see them.

Q. Well, they were manufactured under the con-

(Testimony of John E. Martin)
ditions under which they were entitled to the union
label, weren't they?

A. Well, I presume so; there was never any dis-
cussion about union label so far as I was concerned.

Mr. Flood: That is all.

Mr. Constantine: All right.

Trial Examiner Royster: You are excused.

(Witness excused)

Mr. Flood: Now, did you want to go off the
record?

Trial Examiner Royster: All right, we will go off
the record, and I will give you your subpoena.

(Off the record.)

(Discussion off the record.) [184]

Trial Examiner Royster: On the record.

Mr. Constantine: Mr. Examiner, General Counsel
moves to quash the subpoena No. B-15814 signed by
John M. Houston, a member of the National Labor
Relations Board and addressed to Mr. John E.
Martin.

The subpoena requests that Mr. John E. Martin
produce all of the documents, invoices, shipping rec-
ords, and labels, pertaining to the processing and
shipping operations with respect to the car load of
shingles received from North Shore Shingle Com-
pany Ltd. on or about January 14th, 1952. And any
and/all labels of North Shore used or to be used in
connection with the transaction herein referred to.

I have no objections to an honoring of the sub-
poena with respect to one or two labels of North
Shore but I think it is unreasonable to request that

(Testimony of John E. Martin)

all of the labels which may amount to quite a few
be brought in. And I also object on the ground that
so far as I can make out it is not material to any
issues now before your Honor.

Trial Examiner Royster: Well, I have some
doubt to your standing to move to quash that sub-
poena.

Mr. Ward: So have I, your Honor.

Miss Krug: If the court please I should like to
move on behalf of the company to quash the sub-
poena, if General Counsel has concluded.

Mr. Ward: I believe that you have to take the
proper [185] procedure to do that. I do not think
that this is the place.

Trial Examiner Royster: Well, this is the place
all right.

Miss Krug: Does your Honor wish to hear me in
support of my motion at this time?

Trial Examiner Royster: Well, yes. Go ahead.

Miss Krug: I would like to move to quash the
subpoena because it shows upon its face that the
matter there subpoenaed is immaterial to any of the
issues pending before this Board.

Moreover, the use of the word "all" in a subpoena
places an unreasonable burden on the witness to be
certain that he does or does not have all documents.
since the subpoena is completely unlimited.

The subpoena is more in the nature of a fishing
expedition than to elicit any evidence which could
possibly be material to any issue, and again from a

purely practical standpoint I would like to object to being required to bring all labels.

The company will be glad to furnish a sample of whatever labels were to be placed upon, but to bring in what I assume would amount to several cartons or sets of identical samples is, I believe, an unreasonable burden to place on the company.

The principal basis for the objection is that there has [186] been no testimony here pertaining to anything but labels and that any documents, invoices, and shipping records pertaining to this carload of shingles is absolutely immaterial to the issue which is raised here or which could become material here.

Mr. Constantine: In view of what counsel has said I do not think it is necessary for you to pass upon my standing and I will withdraw my motion.

Trial Examiner Royster: All right. I do not understand how the matter sought to be produced in this fashion relates to the matter under investigation, to use the language in our rolls.

Now, how are these labels of any importance to the defense in this case?

Mr. Flood: Again I say I do not like to disclose why. There is something peculiarly significant about them.

Trial Examiner Royster: How could it become important?

Mr. Flood: I am trying to think how I might answer that in general language without disclosing to the witness before he is called upon to testify with respect to them the purpose behind our inquiry.

I am rather surprised that the Trial Examiner has not seized the significance of it, but it is very significant to us in connection with the constitution and by-laws of the United Brotherhood, the Oregon-Washington District Council, [187] and the local union, and the contract here in general.

Trial Examiner Royster: Well——

Mr. Flood (interposing): With respect to the union label.

Trial Examiner Royster: Yes, I can understand that the union could very well object to its label being affixed to any produce and products which had not been produced by union labor, but there has not been any evidence that such was the situation here or that that impelled whatever action the union or its members took, not the slightest bit.

Mr. Flood: Well, your Honor is anticipating exactly the evidence that we think will be disclosed by this method, and you are also, I think, disclosing to the adverse party the purpose that we have in mind.

Trial Examiner Royster: Well, I think that on a motion to revoke in this situation you are just about forced to that situation.

If you want to go ahead with your evidence I will withhold a ruling on the petition to quash temporarily. Maybe the importance of this will appear later. It does not appear now.

Mr. Flood: Well, and what is the effect of the subpoena at this time?

Trial Examiner Royster: The subpoena is in effect.

Mr. Flood: All right, we are ready to go ahead.

Miss Krug: If the court please, then by withholding, as I understand it, you are reserving a ruling on the motion to quash the subpoena?

Trial Examiner Royster: That is right.

Miss Krug: And you are reserving your ruling on that with reference not only to the labels but also to the invoices and shipping record, because I suggest that even on the basis of what counsel has stated thus far the materiality of any invoices and shipping records is certainly far beyond the issues in this case and would require gathering documents from other cities than Seattle, and so forth, in order to comply with it.

Trial Examiner Royster: So that you could not comply anyway by 2:00 o'clock p.m. this afternoon?

Miss Krug: Certainly not.

Well, if the court please, the shipping documents and invoices are in Marysville, aren't they, Mr. Martin?

Mr. Martin: The invoices, if they mean on the inbound are, yes, on the inbound shipment.

Miss Krug: So I think it would be rather difficult to produce all of the documents, invoices and shipping records by 2:00 o'clock this afternoon.

Trial Examiner Royster: All right, then you need not produce them by 2:00 o'clock this afternoon. If I rule that they must be produced, if the subpoena [189] is to be enforced I will give you an extension of time to bring that matter in, that material in.

Miss Krug: Thank you.

Mr. Flood: Your Honor, in connection with your ruling, if you are called upon to rule any further upon this matter, your Honor has in mind the rule of the Supreme Court of the United States of America in *Taylor vs. Hickman*?

Trial Examiner Royster: Yes, I have.

Mr. Flood: Which I think distinctly authorizes an inquiry of this scope.

Trial Examiner Royster: I would think to the contrary.

Mr. Flood: I think all that case bars is our inquiring into the mind of adverse counsel. We could even subpoena their files, which might be embarrassing and we will not do that.

Trial Examiner Royster: I do not think that *Taylor vs. Hickman* would stand for that proposition, but at any rate go ahead.

Mr. Constantine: I will turn over my files to you. There is nothing embarrassing in my files that I am ashamed of, Mr. Examiner.

Mr. Flood: Then we are ready to proceed?

Trial Examiner Royster: Yes.

Mr. Flood: I will call Mr. Brown. [190]

ARTHUR BROWN

a witness previously sworn testified as follows:

Direct Examination

Q. (By Mr. Flood): You were sworn yesterday, Mr. Brown? A. Yes.

Q. Where do you live, Mr. Brown?

A. 1417 - 8th Street, Marysville, Washington.

(Testimony of Arthur Brown)

Q. How long have you lived in Marysville?

A. Since 1912.

Q. Have you been engaged in the business or trade of a shingle weaver? A. That is right.

Q. For how long?

A. About thirteen years.

Q. Are you a member of the Washington-Oregon Shingle Weavers District Council?

A. I am.

Q. And of what local of that council?

A. Local 2580.

Q. And that is affiliated with the International—

A. (interposing) Brotherhood of Carpenters and Joiners of America.

Q. The A. F. of L.?

A. Yes, the A. F. of L.

Q. What position do you hold with the District Council?

A. I am President of the Washington-Oregon Shingle [191] Weavers District Council.

Q. How long have you served as President?

A. Thirteen years.

Q. The District Council embraces what territory?

A. Washington, Oregon, Idaho, Montana and California.

Q. With how many shingle operations in that area do you have collective bargaining contracts?

A. Well, right around 400 mills.

Q. How many shingle operations, if you know, are there within the area who do not hold collective bargaining contracts with your organization?

(Testimony of Arthur Brown)

A. No shingle mills to my knowledge, but one shake and staining operation.

Q. That is where?

A. Perma Stain in Chehalis, Washington. We also have one staining plant that comes under the A. F. of L. but not under the jurisdiction of the Shingle Weavers' District Council.

Q. That is some other local?

A. That is right.

Mr. Flood: I will ask the official court reporter to please mark this document as Respondent's Exhibit No. 7.

(Thereupon the document above referred to was marked Respondent's Exhibit No. 7 for identification.)

Mr. Flood: And I would also like to have the official reporter kindly mark this document as Respondent's Exhibit No. 8. [192]

(Thereupon the document above referred to was marked Respondent's Exhibit No. 8 for identification.)

Q. (By Mr. Flood): Showing you Respondent's Exhibit No. 7, what is that, Mr. Brown?

A. The Brotherhood of Carpenters and Joiners of America, constitution and by-laws. Dated January 1st, 1951.

Q. Showing you Respondent's Exhibit No. 8, what is that?

A. This is the constitution and by-laws of Washington-Oregon Shingle Weavers' District Council approved as amended January, 1951.

(Testimony of Arthur Brown)

Mr. Flood: I move their admission in evidence.

Mr. Constantine: I object, your Honor.

Miss Krug: I object on behalf of the company also on the ground that both exhibits are immaterial to the issues.

Trial Examiner Royster: All right, let us see them.

Mr. Flood: We think, among others, the entire document is admissible but among other provisions that are distinctly germane are the provisions with respect to the union label.

Trial Examiner Royster: Well, I think that you will have to speak out very clearly now and forthrightly as to just what your defense in this proceeding is. Now if the union label is a part of your defense I think you should tell us so and tell us why.

Now for that purpose if you want the hearing room cleared of all but counsel for any reason, as you suggested earlier that you did not want to disclose everything to the witnesses, that will be all right but I am somewhat in the dark, considerably in the dark as to just how the union label enters into your defense here and I want to know how.

Mr. Flood: Well, I think that we will ask for the rule of exclusion.

Trial Examiner Royster: All right.

All but counsel and the official reporter will leave for the moment?

The Witness: Do you want me to leave too?

Trial Examiner Royster: Yes.

(Witness excused.)

Mr. Flood: Your Honor inquires about the relevancy of the union label within the issues of this case?

Trial Examiner Royster: Yes.

Mr. Flood: Now we are being charged with a violation of 8(b)(4)(a) in that it is alleged that we have caused and forced a refusal to work, and when I say "we" I mean Mr. Brown and the Oregon-Washington District Council, the Washington-Oregon District Council have forced the employees of the Sound Shingle Company to cease working upon a carload of shingles because those shingles were Canadian shingles and that we have a campaign of some sort or other to exclude [194] Canadian shingles as Canadian shingles.

Now that completely distorts the actualities and the realities of this case.

The Washington-Oregon District Council have organized, as they have a legitimate right to do, some 400 shingle operations in this area comprising practically the entire shingle industry within their area. And their constitution and the by-laws require that every product that they work upon, every shingle product that they work on, including by-products bear the union label and be entitled to the union label and be manufactured under union label conditions.

Mr. Brown is doing nothing more nor less and the Washington-Oregon District Council is doing nothing more nor less than to seek to establish union label conditions in all of those plants including Sound Shingle plant with whom they have a contract.

Now, so long as Sound Shingle plant operated under conditions where it employed only union labelled stewards and union labelled products and by-products, shingles, there was no difficulty. That their operations were in accordance both with their contract and with the union's membership. I mean the membership's obligations.

Under the constitution the member himself swears as a part of his membership that he will work on nothing but union labelled goods. The union label—

Trial Examiner Royster: Excuse me, that is in the constitution and by-laws that you have offered, is that?

Mr. Flood: Yes.

Do you want to hear further?

Trial Examiner Royster: Yes, go ahead.

Mr. Flood: Now, since we are compelled to disclose what our purpose in this matter is the National Labor Relations Board by this proceeding seeks to compel the members of the local union in violation of their obligation of membership imposed upon them in their constitution and in violation of Article VI as we conceded in the collective bargaining contract to take a product that belongs to North Shore, that was manufactured in non-union labelled conditions, under non-labelled conditions, unfair to this union, where 75 per cent. of the manufacturing process has been unfair to the union and then as a mere finishing polishing process to take that scab product and by means of this device which was cleverly conceived to conceal its purpose, compel our members to launch that product in interstate com-

merce, pawning it off as representative, as a product representative of union labelled conditions. Something that under the common law would clearly be branded as unfair competition and fraud. That is the issue in this case. I could elaborate on it.

Trial Examiner Royster: Well, perhaps you will want to [196] after I ask you a question or two, or make a statement or two.

Now, the facts in the case so far show without any contradiction whatsoever that these shingles were not manufactured under what the union, the District Council, and the respondent local here would term union conditions.

When the car was opened the remark was made "These are unfair shingles." There is not a scintilla of evidence that there was any sort of a label on the shingles at that time which would indicate to anyone that they were made under conditions which the union and the District Council and the local would call union conditions. So to that point there is no dispute as to the facts of the case. You say, if I understand you correctly, these shingles were made under nonunion conditions and except for the testimony that perhaps the shingles were manufactured by employees who were members of an I.W.A. local up in Canada there is no contest about that.

Now, where do you go from there? Do you say that the reason that the men refused to work on those shingles was because they did not bear the imprint of the District Council or of local 2580?

Mr. Flood: So far as we are concerned, and our evidence is not all in, but I think that it is going to

be clear when the evidence is in that the employees themselves [197] exercising their own individual judgment, for their own individual reasons, whatever they may have been, concorded that they would not work upon those shingles because they did not bear the union label.

Trial Examiner Royster: Yes, but according to your statement, in taking that action if it was a voluntary action on the part of the employees, that is to say, if it was not in response to any direct order to the employees, it was nonetheless consistent with the obligations they took when they became members of the local 2580.

Mr. Flood: I can see that, yes. But to go farther and to show the relevancy of the North Shore label we merely seek to illustrate and to point out how salutary their individual action was when it now develops that the charging party here had conceived a plant to use the union, to use the locals there under a contract where they had the right, where the company had the right to the union label for the purpose of foisting into interstate commerce a product owned by North Shore as to which the union knew nothing whatsoever. The union assumed that it was manufacturing a Sound Shingle product.

Trial Examiner Royster: Well, now, of course, you are wondering what that North Shore label showed, whether it showed on it or indicated on it that the shingles were manufactured under what you call union conditions. [198]

Mr. Flood: Yes.

I may say, if your Honor please, that this is not a run of the mill case.

Trial Examiner Royster: I am commencing to realize that.

Mr. Flood: This is not a run of the mill case. It is one of the few cases, I was about to say the only case that I know of, but I can't say that; that it is one of the few cases where the board has undertaken to chastise a union in pursuing the union's legitimate objective in a controversy between the union and the union's employer and seeking to bring that within the orbit of a secondary boycott where there is clearly no secondary employer present.

Now, there has been one or two cases. There is the Conway Express case and the Dows vs. Shake metal workers cases, well considered cases, where this has been attempted and the courts have reversed the board.

Trial Examiner Royster: Well, they did not reverse them in Conway as I recall it. I think they went along with them.

Mr. Flood: No, that went along. They did not sustain such an attack upon the union.

Trial Examiner Royster: Yes, that is why you cite Section VI of your contract, I suppose, to bring it in line with the Conway Express case? [199]

Mr. Flood: Without by any means conceding that that is the only relevancy of Conway, Conway applies regardless of Section VI. Now since you have afforded us the opportunity to raise the issues we feel very much aggrieved about your Honor's

refusal to permit us to go into the Perma Products situation in Chehalis, Washington.

Here we have Mr. Barker and Mr. Martin who have a substantial proprietary interest in the Perma Products Company and Mr. Martin, the manager of that company and we have already discovered him fraudulently using our label.

Miss Krug: If the court please, I object to counsel's line of argument for the reason that it is immaterial to the issue and the examiner has already ruled upon the question and it has no bearing on the issues of the case.

Mr. Flood: I think the whole matter is at large now for discussion.

Trial Examiner Royster: Go ahead. I will hear you.

Mr. Flood: To such an extent where litigation in the Federal Court in Tacoma was disposed of by a stipulation signed by the president of the Perma Stain Company admitting their prior use and agreeing to cease and desist in the future from doing so.

Now, knowing that that company has in the very recent past made an improper misuse of our label and within two months thereafter opened up an operation in Marysville by [200] the same managers who managed the same kind of operation in Chehalis, we are not so naive as to assume that there is not some close inter-relationship between the two operations and their plans and the purpose of operations, which at all times include an attempt to use an unfair product and sell it in competition with fair products if possible to the greatest extent with

the use of our label. And with that particular fact in mind and the evidence as it already has developed and will further be developed that Mr. Martin in his Marysville operation sounded out the union as to whether anything could be done to permit him to use Canadian shingles up there. Now, we have appearing for the first time this morning, and partly yesterday morning, a new development. We did not know until this case developed that the union was going to be asked to work upon a North Shore product and launch it into the market in New York and Oregon and other competitive areas with what we contend will be our union label no matter what the testimony of the charging party may be.

Now this union label issue is so complex and so interrelated that I think all of the facts in connection with it ought to be developed in a case so unusual as this.

Could you add anything further?

Mr. Ward: I think Mr. Stuck testified with respect to bundles of shingles going out of the plant, they all had a [201] shipping label. The shipping label would be certigrade Red Cedar Shingles on which appears the brotherhood label. Up to the point when he was asked about that we heard nothing about a North Shore label. Our theory of the case is that those shingles and shakes would have been shipped out of North Shore, pardon me, out of Sound Shingle with Sound Shingle's labels or some indication that they had received a union label blessing when 75 per cent or 80 per cent of the work had already been performed by North Shore.

That same management had done that before, misused a union label. Now for the first time we hear that instead of Sound Shingle Company's labels going on bearing the imprint of the label, which is right there, North Shore's label would be placed on it.

Now whether Sound Shingle was going to pawn off these Canadian shingles as its product or was going to use the union label to aid North Shore is quite immaterial as it develops now with respect to a mis-use of a label because all members of the association has the same standard label, a certigrade red cedar shingle label, containing the label of the brotherhood. Once you look at that it says it is a union product.

This company has used a union operated mill to pawn off a non-union made product. No matter how you look at it, whether the North Shore label is on there, or whether, and it [202] would make it worse if Sound Shingle's label were put on this product which goes through one process and looks as though it comes from Sound Shingle's mill.

Trial Examiner Royster: Yes, but of course none of these shingles were shipped and there was a label attached to none of them as far as the evidence is concerned.

Mr. Ward: That is true but up to that point, up to the point where it was about to be discovered, keeping in mind that Mr. Martin was the manager of the Perma Company who had engaged in the illegal use or the fraudulent use of a label, up to that point when that was discovered, these men re-

fused to work on the label because Mr. Brown did not call them out of the plant, out of employment; he was called on the telephone and told that the work had stopped and the men had gone home.

Even there where is the inducement and coercion on the part of the union to cause a strike or a work stoppage?

Now, they are smart enough to know what this man was doing. But this was a big issue in the district Council and Mr. Flood was the attorney for the District Council represented to sue the company.

Mr. Flood: What obligation did the members of the union have to wait until the horse was stolen before they closed the barn door?

Mr. Ward: In other words it was bad enough as the men [203] saw it that they came in without a label and they knew that if it were put through the shake machine for that one process a label, a shipping label of some sort was going on those shakes; it was either this label. Now as it turns out it is the North Shore's label which to me makes it worse. I would prefer to have seen them put this label on it.

Trial Examiner Royster: Haven't you got just about all of your facts in?

Mr. Ward: No.

Trial Examiner Royster: What more do you want to prove?

Mr. Ward: Well, as the state of the record we want this in the record.

Trial Examiner Royster: You are coming down now to a question of law.

Mr. Flood: This is what we asked the continuance for this morning. We want this in and we want the constitution in.

Mr. Ward: We want all of the information in and we want the North Shore label in.

Mr. Flood: We want our union label certificate of registration in and we have a little bit of testimony that we want from Mr. Brown in connection with January 11th.

Mr. Ward: And what his activities with respect to the work stoppage were; he did not cause it. That is not in now. That is our defense.

Trial Examiner Royster: How about this North Shore label? [204] What is your position on the North Shore label, Miss Krug and Mr. Constantine?

Mr. Constantine: I will be glad to tell you, Mr. Examiner, that the company and, when I say company I am referring to Sound Shingle, does not intend to use the so-called union label on these shakes.

Trial Examiner Royster: Well, aside from that what is your position on getting that North Shore label in here?

Mr. Constantine: I am perfectly willing to have it come in but I don't want to have him drag in several boxes. They are all the same, Mr. Examiner, and I am perfectly willing to have it come in.

Trial Examiner Royster: Would it be an agreeable procedure, Miss Krug, and Mr. Constantine, and Mr. Flood and Mr. Ward to have a couple of you, Mr. Flood being one, get on the telephone to

the Marysville plant and have someone out there read the North Shore label?

Mr. Constantine: We will bring it in.

Miss Krug: We can bring a label in.

Mr. Constantine: We can bring the label in.

Trial Examiner Royster: Is Marysville, Washington, nearby?

Mr. Constantine: Yes, it is near Everett, Washington.

Mr. Flood: It is just about 32 miles from Seattle.

Mr. Constantine: I do not see why they should have to [205] bring in all the cartons.

Trial Examiner Royster: Why do you want these?

Mr. Flood: We have asked them to bring in what they can; we have asked for nothing unreasonable. If they cannot do it, they can say so. We are not going to be unreasonable about that. But we do not want to be trapped by something that they have in their office that they could have produced and failed to produce. That is all.

Trial Examiner Royster: You want a North Shore label. Now there may be many things in the office that might be interesting to you but would not have anything to do with the case and you want a North Shore label. Now, why do you want the other records that you asked for in the subpoena?

Mr. Ward: Because of the mention for the first time the petition to the Circuit Court, or rather District Court, of an alleged contract between North Shore and the Sound Shingle Company.

Trial Examiner Royster: Well, the testimony is that there was an oral contract.

Mr. Ward: That is right. That is what took me by surprise.

Mr. Flood: We were certainly amazed when the petition in Federal Court pleaded a long term contract. We assumed, I agree that I was extremely negligent in the assumption. I should have immediately asked but the Court did not give me [206] time; I should have immediately asked for a motion making more definite and certain, a motion to make more definite and certain and determine whether it is oral or written, ~~but~~ I assumed that it was written.

Trial Examiner Royster: And the contract would speak for itself.

Mr. Flood: Now the contract is nothing more than what the witness wishes to make it appear to be from the stand. It changes from day to day.

Trial Examiner Royster: Have you got a copy of the subpoena?

Miss Krug: I have it right here.

Mr. Flood: The contract changes every time the witness takes the witness chair.

Trial Examiner Royster: Well, when you say and and all labels you mean types?

Mr. Flood: Yes. If they have cartons and cartons of labels we are not interested in them.

Trial Examiner Royster: Yes.

Mr. Flood: We are interested in a label as a sample.

Mr. Ward: If you want to know why it is because the Red Cedar Shingle Association has what is called a certigrade, which is one form of label and there may be other labels that North Shore uses

on another brand or something of that sort. These are grade one or the blue label or something. [207] There may be three or four other types and brands.

Trial Examiner Royster: Well, then you are looking for, as you say here, all of the documents. Well that would include any contract?

Mr. Flood: Any contracts.

Trial Examiner Royster: Between North Shore and Sound Shingle?

Mr. Flood: That is right.

Miss Krug: And it would also include correspondence.

Mr. Flood: It would also include correspondence that might integrate into a contract. We are entitled to objectify that contract as much as we can.

Mr. Ward: Now, getting back to Mr. Stuck's testimony yesterday, Mr. Examiner, when we asked about what the plan might have been with respect to these shakes he was a little—I would not say evasive—but he did not quite know. Now it develops that Mr. Martin knew precisely that the North Shore Shingle Company label was going on those shakes but Mr. Stuck was in the office and he should have known and he did not know much about it.

Trial Examiner Royster: Well, Miss Krug, would that be an inordinate burden to bring in the correspondence and the label?

Miss Krug: Well, if the court please, I think that to bring it in by 2:00 o'clock would be. Now I don't know— [208]

Trial Examiner Royster: Could you not get on

the telephone and ask Mr. Stuck to come down here with it?

Miss Krug: Yes, if he can lay his hands on everything that is called for here within that time, why, I am sure that he would be glad to accommodate. However, I think that we should have certainly at least the balance of the afternoon.

Mr. Ward: We are in no hurry.

Miss Krug: In which to produce those matters; and again I still maintain my objection with reference to documents, invoices and shipping records. Certainly as being utterly immaterial. Now, I would like to be heard on some of the points if I might that counsel have made.

I was under the impression when the room was cleared that this, the subject under discussion was my or rather our objection, the General Counsel's objection and my objection to the admission of the constitution and by-laws of the union. (Respondent's Exhibits 7 and 8).

It seems to have gone rather far afield.

Mr. Ward: We were asked to state our position, keep that in mind, by the Trial Examiner. [209]

* * * * *

Mr. Ward: May I ask one question?

Trial Examiner Royster: Yes.

Mr. Ward: Do I understand you to say that there was no agreement between the union and your company with respect to the union label?

Miss Krug: There has been no evidence of any agreement.

Mr. Ward: Did I understand you to say that?

Miss Krug: There has been no evidence yet adduced here of any agreement between Sound Shingle and the union with respect to any union label.

Mr. Ward: Now, you realize, of course, that this is our case that we are going over now as defense counsel? So you are anticipating that offer. All right.

Miss Krug: Surely.

Mr. Ward: Now, there is an agreement, sir, and we will get down to the facts of economic life. You go on a job and you see a bundle of shingles with a label "North Shore Shingle Company" on it and there will be no union label on it. Inquiry will lead to the fact that actually that bundle came out of Sound Shingle Company and they look up and they find that Sound Shingle Company has a label. Therefore that bundle is given a blessing. That is the reality of the situation. And it takes astuteness to be able to put that over so that you will head off all inquiry because just a [215] cursory examination will reveal no union label but further investigation will certainly disclose that that particular bundle came from a union labeled shop, Sound Shingle Company. It has been given a blessing, you see. The union label has been used on it. The most important thing is the finished product, to make a shake from a shingle and inquiry would readily reveal that that bundle did come from a shop that had been granted the use of a union label by agreement between the union and the company and that contract calling for the use of the union label has not been produced in evidence yet. We have not come to our case.

That is the actual realities of the situation.

Mr. Constantine: I want briefly to point out that there is no evidence that any reasonable person looking at these bundles could conclude that these bundles did come from North Shore, Mr. Examiner. The only evidence now in before your Honor is that anyone examining these bundles will readily see that they are North Shore shingles and not Sound Shingle's shingles.

Mr. Flood: Maybe the label——

Mr. Ward (Interposing): I don't know how I can make it any clearer. I said the actual fact of economic life which you are guided by and not some theoretician, a mere inspection, a mere investigation would lead anybody to, anybody back to the Sound Shingle company where the last step [216] to make the shakes was performed. Is that not true? That is what we are discussing here.

Mr. Constantine: Sound Shingle's name will not appear on them.

Mr. Ward: That is precisely what I am talking about.

Mr. Flood: If you are doubtful about that why not product a label and let us look at it?

Mr. Ward: A North Shore label would be put upon it. I asked Mr. Stuck yesterday what the plan was and he did not know. Now it turns out that Mr. Martin glibly says, "Why, we put a label on that" but he has the blessing of union labor, did he not? What are we fighting about here? Where is the dispute? It is with the Sound Shingle Company, is

it not? If it is not meant using a label, what could it possibly be? The men have done it before.

Trial Examiner Royster: All right.

Mr. Ward: The unfortunate thing about it is that we never got an injunction against him.

Miss Krug: You are not depending on the misuse of North Shore's label, I hope?

Mr. Ward: Excuse me? I am not what?

Miss Krug: You are not defending this case theory that North Shore's label was about to be misused, I assume?

Mr. Ward: I have no concern with North Shore's label. I realize that the union in this plant was to be misused [217] because it was a union label on a non-union product. That is what we are talking about.

Trial Examiner Royster: Well, I thank all of you for the enlightenment that you have given me in this argument. Now, the ruling is that the subpoena is quashed in its entirety and that respondent's Exhibits Nos. 7 and 8 are rejected and will go into the rejected file.

(The documents heretofore marked Respondent's Exhibits Nos. 7 and 8 for identification, were rejected.)

[See pages 65-197 of this printed Record.]

Mr. Flood: Now, if you will just give us a moment's recess because we now want to make an offer of proof.

Trial Examiner Royster: All right.

Miss Krug: May we then bring our client in?

Trial Examiner Royster: Yes.

Mr. Flood: Give us a ten-minute recess, please.

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Trial Examiner Royster: All right.

Miss Krug: May we then bring our client in?

Trial Examiner Royster: Yes.

Mr. Flood: Give us a ten-minute recess, please.

Mr. Constantine: Does Mr. Flood want to make the offer of proof in the absence of the witnesses? I have no objection to keeping them out until he makes his offer of proof.

Mr. Flood: I want about a ten-minute recess.

Mr. Constantine: Oh, all right.

Trial Examiner Royster: We will take a short recess.

(Short recess.)

Trial Examiner Royster: On the record.

Mr. Flood: Pursuant to the rules and regulations of the [218] National Labor Relations Board, Section 102.30 and the requirements on page 10, the Trial Examiner shall make a simple statement of procedural or other grounds for the ruling on the petition to revoke.

Trial Examiner Royster: And you want such a statement?

Mr. Flood: Preliminary to our next motion.

Trial Examiner Royster: Yes. The reason that I have granted the motion to quash is that I considered that the evidence started to be adduced by the subpoena duces tecum is immaterial to the proceedings, the issues framed by the complaint.

Mr. Ward: Then, I move, your Honor, that your ruling be made a part of the record pursuant to the same rule.

Trial Examiner Royster: It is a part of the record. I just stated it on the record.

Mr. Ward: I move that you put it on or the Board will not consider it, under the rules.

Trial Examiner Royster: But it is on the record.

I just made it on the record. I do not understand you, I guess.

Mr. Ward: The petition to revoke, any answer filed thereto and any ruling thereon shall not become a part of the official record except upon the request of the party aggrieved by the ruling.

Sir, I am now asking that it be put on the record.

Trial Examiner Royster: The motion to quash was made [219] upon the record and my ruling in connection with it was made on the record and my reasons for granting the motion to quash all were made on the record.

Mr. Ward: All right.

Trial Examiner Royster: And they all are part of the record.

Mr. Ward: Thank you, sir.

Mr. Flood: Now, I don't know, I don't want to impose or appear to presume too much upon the court and parties but whether we rest at this point or put on a certain amount of further testimony which in any case will be brief is a matter to which we would like to give a little consideration and I therefore request that we recess until after lunch.

Trial Examiner Royster: Well, do you want to go to lunch right now and come back at 12:30?

Mr. Flood: I want a little time to discuss this with the parties.

Trial Examiner Royster: Is 1:00 o'clock agreeable?

Mr. Flood: Yes. 1:00 o'clock is agreeable.

(Whereupon, a recess was taken until 1:00 o'clock, p.m.) [220]

After Recess

(Whereupon the hearing was resumed, pursuant to the taking of the recess, at 1:00 o'clock, p.m.)

Trial Examiner Royster: On the record. You may proceed.

Mr. Flood: Was Mr. Brown on the witness stand when we concluded?

Trial Examiner Royster: I think that he was. Do you have further questions of him?

Mr. Flood: I have a question or so of Mr. Brown, yes.

ARTHUR BROWN
previously sworn, testified as follows:

Direct Examination—(Continued)

Q. (By Mr. Flood): Mr. Brown, where were you on January 11th, 1952?

A. In the Bellingham Hotel at Bellingham, Washington.

Q. Did you at that time know anything about a shipment of Canadian shingles received at the Sound Shingle spur?

A. Not until in the evening sometime.

Q. And that knowledge came to you as a result of what?

A. A telephone call from Mr. Martin.

Q. Mr. John E. Martin calling you from Chehalis? A. That is right.

Q. Up to that time you knew nothing about it?

A. Nothing whatsoever.

(Testimony of Arthur Brown.)

Q. Did you order any of the employees of the shake plant [221] not to work on any shingles?

A. I did not.

Q. What did Mr. Martin tell you when he called from Chehalis?

A. Well, that is quite a long story if you want it. The first question was if Mr. Jack Butters had called me and I told him "No" I had not heard from Mr. Jack Butters, and he said, "Well, he was supposed to call you" and I said, "Well, I am sorry I did not have any call from him." And then he said, "Our boys are out in Marysville. Do you know it?" And I told him "No, I had no idea of it."

Q. And then you had a—

A. And then he said, "Will you put them back to work?" And I said "No, Mr. Martin, can't you wait until I get home and we will see what it is all about?" And he said, "No, I want that mill to start the next morning."

"Well," I said, "I am sorry, I won't make no deal over the telephone."

Immediately he said, "If you don't get them boys back to work I will send down to Chehalis and get a crew down there to work them."

And, of course, I kind of blew my top and told him to go ahead and get them if he thought he could do it and one word lead to another from there on.

Q. Was there any new or further information contained in [221] the conversation from then on or was it just an exchange of epithets?

(Testimony of Arthur Brown.)

A. No, not to my knowledge. We had a few harsh words.

Q. But you agreed then to meet him on your return from the convention?

A. No, I did not.

Q. Oh.

A. We talked, I would say, for about 30 minutes and then about oh, maybe one hour later Mr. Butters called me up and told me that—

Mr. Constantine: I object to any conversation between witness and Mr. Butters.

Mr. Flood: Yes, I am not asking for that.

Trial Examiner Royster: Aren't you?

Mr. Flood: No.

Did you then meet with Mr. Martin thereafter?

A. Well, about the next day Mr. Stuck called me up.

Q. And arranged for a meeting with Mr. Martin?

A. And arranged for a meeting with Mr. Martin.

Q. When was that meeting with Mr. Martin?

A. I told Mr. Stuck that I would be in Marysville on Sunday, sometime Sunday. I did not know exactly what time I would get in.

Q. Yes.

A. And around 4:30 o'clock, p.m. I drove in to Mr. Martin's [222] office and made arrangements for the meeting for the next day.

Q. For Monday?

A. Monday, January 14th, 1952.

(Testimony of Arthur Brown.)

Q. Was this a meeting at 4:00 o'clock?

A. That is right.

Q. At that meeting what did Mr. Martin ask you to do?

A. The first thing he done when I went in the office was to apologize for his conduct over the telephone.

Mr. Constantine: Are we now on the January 14th meeting or the January 13th meeting? I am sorry I did not follow the evidence.

Mr. Flood: The fourteenth, Monday afternoon January 14 at 4:00 o'clock p.m.

Mr. Constantine: All right.

The Witness: "Well," I said, "Maybe both of us got a little bit hot under the collar."

Q. (By Mr. Flood): And that meeting lasted quite a long time and I just want to get the information.

A. Yes. About three hours or three hours and a half.

Q. I am not particularly asking for every word that you exchanged verbatim during that three hours and a half. Just give me the substance of what Mr. Martin asked you to do.

A. He asked me if I, if I would not see that them men went back to work and I absolutely—

Q. In substance what was the reply? [223]

A. Absolutely no; I did not call them out and I wasn't going to ask them to go back.

Q. As you were leaving did you have any discussion with respect to your collective bargaining

(Testimony of Arthur Brown.)

contract and whether or not you were in violation thereof?

A. Well, Mr. Martin asked me if I had not violated the contract and I turned around and I said, "You can use your own judgment." Then after I had walked out and got to thinking well maybe I am off a little bit, I went back, which our contract calls for, to make it out in writing. And I asked Mr. Martin if he wanted it out in writing.

Q. Was that with reference to your agreement procedure? A. Yes.

Q. What did Mr. Martin say?

A. He stated, "No, it was too late."

Now I would like to give the reason of this. Our District Council, or rather not our District Council but our operator, joint board member, had passed away that day or the day before. He left us without a joint board member there to go through the procedure of the agreement, to make out to each other in writing the agreement and we had twenty-four hours, according to the agreement, to iron out the difficulties. He left us without a joint district board member on the operator's side. He had passed away the next day so I asked Mr. Martin if I should make it out in writing and he said [224] no.

Q. You mean that he passed away the day before? A. The day before, that is right.

Q. Was that the gentleman whose funeral you were going to attend?

A. That is right, I went over.

Q. His name was what?

(Testimony of Arthur Brown.)

A. Frank Marshall.

Q. And you asked Mr. Martin if you could make it out in writing and he said that it was too late?

A. That is right.

Mr. Flood: I think that that is all.

You may examine.

Cross Examination

Q. (By Mr. Constantine): Can you briefly tell the examiner the set-up of the District Council. As I understand it, it is composed of all—

Mr. Flood: Just a minute. You have asked the question and I think that you had ought to give him an opportunity to answer it.

Mr. Constantine: All right. I will withdraw the question.

Q. (By Mr. Constantine): The set-up of the District Council, how is it composed, Mr. Brown.

A. We are set up with 16 different locals and each local [225] has a vice president that represents each local and these vice presidents compose what we call the Executive Board and the council is set up in the position wherein each and every year we have what we call a joint board. There are seven operators and seven shingle weavers that sit on a joint board to negotiate an agreement.

Q. That is the joint board referred to in this contract which is Respondent's Exhibit No. 4?

A. That is right. Yes.

Q. And is local 2580 from Everett one of the un-

(Testimony of Arthur Brown.)

ions which is a constituent member of the District Council?

A. At this time we are, the joint board consists of districts.

Q. No, I am talking about your own District Council.

A. That is what I am trying to tell you. Everett, Seattle and Port Angeles are represented by one man on a joint board.

Q. But even if they are not represented on the joint board, all of these local unions are part of the District Council? A. That is right.

Q. And that includes local 2580?

A. That is right.

Q. And Mr. Glenn Uttley is a member of local 2580, is he? A. That is right.

Q. Do you know his position in the local?

A. At that time he was president and also District Council [226] vice president.

Q. At that time, you are referring to during the month of January and February of this year?

A. That is right.

Q. And Mr. Sarrett was a field representative at that time?

A. I would not call him a field representative.

Q. All right. What would you call him?

A. I would call him a man that we have, a promoter.

Q. A promoter?

A. A promotion man to promote the union label throughout the whole industry.

(Testimony of Arthur Brown.)

Q. A promotion man for the local or for the District Council? A. For the District Council.

Q. And would you say that was also true of Fred Baker? Is he a promotion man?

A. No, he was not.

Q. What is his position?

A. He is only a district council vice president from Portland, Wheeler, Eugene and Kalama local.

Q. In other words he is the district council vice-president and was at that time? A. Yes.

Q. All right. And do you know if Mr. Jack Butters is a member of local 2580? [227]

A. I think he is, yes.

Q. That is your own local, is it not?

A. Yes.

Q. You hold no position in your own local, do you? A. No.

Q. You are just president of the District Council? A. That is right.

Mr. Constantine: I have no more questions.

Miss Krug: I have no questions.

Mr. Flood: Do you have a question?

Trial Examiner Royster: No.

Redirect Examination

Q. (By Mr. Flood): Mr. Brown, the set-up of your District Council is authoritatively and completely set forth in your constitution and by-laws, is it not? A. That is right.

Mr. Flood: Now I offer that as the best evidence and most complete evidence of it.

(Testimony of Arthur Brown.)

Trial Examiner Royster: All right.

Mr. Constantine: I have no objection to it only to this extent, Mr. Examiner——

Mr. Flood: Well, you asked for it.

Mr. Constantine: As to the extent of the composition of the Council. I object to the whole thing going in.

Mr. Flood: Well, I am offering it for whatever [228] materiality it has. It was invited by counsel's line of inquiry and if it is admissible for one purpose I am going to use its admissibility for whatever purposes it is competent for.

Miss Krug: Well, I will object also on behalf of the Sound Shingle Company to the use of the constitution and by-laws for any purpose other than the purpose for which counsel stated he was offering it; namely as evidence of the organization of the District Council.

Trial Examiner Royster: It is admitted for that purpose.

Is that the council's constitution and by-laws?

Mr. Flood: Yes.

Trial Examiner Royster: That is Respondent's Exhibit No. 8 which now is removed from the rejected file and received in evidence.

(Thereupon the document previously marked Respondent's Exhibit No. 8 and previously rejected was admitted in evidence.)

[See pages 167-197 of this printed Record.]

Q. (By Mr. Flood): Does your local Everett

(Testimony of Arthur Brown.)

council have a constitution and by-laws, or your Everett local, I mean, 2580?

A. I think they have something up there; I don't know.

Q. In any event you do not have it available?

A. No, I do not.

Q. All right. [229] That is all.

Trial Examiner Royster: Is there anything else?

Mr. Constantine: I have one more question.

Recross Examination

Q. (By Mr. Constantine): Is "The Shingle Weaver" put out by the District Council?

A. Yes.

Q. How often does it come out?

A. Every thirty days.

Q. Every thirty days?

Mr. Constantine: I have no more questions.

Miss Krug: I have no more questions.

Redirect Examination—(Continued)

Q. (By Mr. Flood): Mr. Brown, do you under your contract with the, your collective bargaining contract with the Sound Shingle Company, have any authority to assume responsibility for unauthorized acts of your members?

Mr. Constantine: I object, your Honor. The best evidence is the contract itself.

Trial Examiner Royster: It would speak for itself I assume in that connection.

(Testimony of Arthur Brown.)

Do you want to call my attention to any particular part or paragraph?

Mr. Flood: Yes. Contract Article II page 7 (c).

Trial Examiner Royster: All right. [230]

Mr. Flood: That is all.

Trial Examiner Royster: That seems to be all,
Mr. Brown.

(Witness excused.)

Mr. Flood: I will call Mr. Jack Butters.

JACK BUTTERS

a witness called by and on behalf of the respondents, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Flood): What is your name, Mr. Butters?

A. Jack Butters.

Q. And where do you live?

A. 1929 Lombard Street, Everett, Washington.

Q. How long have you lived there?

A. Oh, approximately 14 years.

Q. Have you had any employment experience at the Sound Shingle Company at Everett?

A. Yes.

Q. Working there? A. Yes.

Q. What kind of work?

A. Under the present ownership I was employed as a superintendent.

(Testimony of Jack Butters.)

Q. Had you worked there before the present ownership acquired it? [231] A. Yes.

Q. What did you do at that time?

A. Well, at that time I was classed as a millwright.

Q. When did you assume the position of superintendent of the Sound Shingle operation?

A. Well, it was on approximately about the fifteenth of January, I believe, in 1951.

Q. And you remained superintendent until when?

A. Until around January 11th or January 12th, 1952.

Q. The morning of January 12th, was it?

A. I believe it was the morning of January 12th, 1952.

Q. I assume you were terminated at that moment?

A. I was notified so and my check was made out for me.

Mr. Flood: At this time I will ask the official reporter to kindly mark Respondent's Exhibits Nos. 9 and 10.

(Whereupon the documents above referred to were marked Respondent's Exhibits No. 9 and No. 10 for identification.)

Q. (By Mr. Flood): Who employed you? Mr. Martin?

A. Mr. Martin and Mr. Barker both.

Q. What agreement did you have with them when when you entered upon your superintendency there?

(Testimony of Jack Butters.)

A. Well, the oral agreement was that the mill would be operated under the same conditions that it had been by the former owners. [232]

Q. Who had charge of hiring and firing?

A. I did.

Q. And who had charge of industrial relations with the employees?

A. That was part of my job.

Q. Showing you our Exhibit 9 for identification, what is that, Mr. Butters?

A. Well, that is a union label agreement that is usually signed by some authority in the plant.

Q. What signatures does it bear?

A. Whose signatures?

Q. Yes. A. It bears my signature.

Q. Yours and who else?

A. No one else's. It has the Sound Shingle Company on it.

Q. Oh, I see. A. By myself.

Q. And showing you our No. 10, what is that, Mr. Butters?

A. That is a certigrade label, No. 1 label.

Mr. Flood: I offer No. 9.

Mr. Constantine: I object to Respondent's Exhibit No. 9.

Miss Krug: I will also object to Respondent's Exhibit No. 9 on behalf of the company.

Trial Examiner Royster: Well, is this in pursuance of the same line that was the subject of argument and discussion [233] before lunch I take it, Mr. Flood?

(Testimony of Jack Butters.)

Mr. Constantine: I have an additional objection in addition to the grounds already stated and advanced pursuant to that argument before lunch. And that is that it is not within the actual or the apparent scope of the authority of this superintendent to sign an alleged contract on behalf of the partnership.

Mr. Flood: Well, that is a matter, that is a factual question to be resolved after cross-examination by the trier of the facts.

Trial Examiner Royster: Let's see, is that Respondent's Exhibit No. 9?

Mr. Flood: Yes.

Miss Krug: Before it is admitted?

Mr. Flood: Not to be determined before it is admitted.

Trial Examiner Royster: I will receive it.

(Thereupon the document heretofore marked Respondent's Exhibit No. 9 for identification, was received in evidence.)

[See page 198 of this printed Record.]

Mr. Flood: And in connection with it, your Honor, I call your Honor's attention to the statement of counsel this morning that there was no contract.

Q. (By Mr. Flood): Now, what is Respondent's Exhibit No. 10?

A. That is a certigrade label bearing the name of Sound Shingle Company, Marysville, Washington, and also has the union [234] label on it.

(Testimony of Jack Butters.)

Q. It has the union label of the brotherhood on it? A. That is right.

Q. Have you seen such labels before?

A. Yes.

Q. To what extent do you know that they were used during the period that you were superintendent in the operation of the plant?

A. Well, they were applied to every bundle of shingles that went out of the mill, out of the shingle mill and also applied to every bundle that went out of the shake mill except on some occasions when the union label alone was put on.

Q. When the union stamp was put on?

A. Yes.

Q. The union stamp is identical, is it not, with the stamp appearing here except that it does not contain the name of the Sound Shingle?

A. That is right.

Q. But it is a brotherhood stamp?

A. It is.

Mr. Flood: I will offer Respondent's Exhibit No. 10 in evidence.

Mr. Constantine: No objections.

Miss Krug: I object to No. 10 on the ground that it is [235] immaterial in any of the issues framed in this case. There is no evidence that it was attached to any of the shingles involved in this case or that anybody intended to attach it to any of the shingles involved in this case.

Trial Examiner Royster: I will reject Exhibit No. 10.

(Testimony of Jack Butters.)

(The document heretofore marked Respondent's Exhibit No. 10 for identification, was rejected.)

[See page 199 of this printed Record.]

Trial Examiner Royster: It goes in the rejected file.

Mr. Flood: I will check with the official reporter on the rejected exhibits. I have some of them here on my desk.

Q. (By Mr. Flood): Were any shingles or any bundles of shingles or any bundles of grooved shakes shipped from the plant during the time that you were superintendent without this, the certigrade label bearing the union stamp?

A. Well, there were some shipped that did not have the certigrade label on them but they had the union stamp on them, the union label.

Q. Were you ever asked by the company to use any other label? A. No.

Q. Under your agreement with the company and under the collective bargaining agreement, were you familiar with the collective bargaining agreement? A. Fairly familiar, yes.

Q. And you signed the union label agreement, did you not? [236]

A. That is right.

Q. Under those agreements was it possible for you to ship shingles without attaching either the stamp or the labels to them?

Miss Krug: I object to that.

Mr. Constantine: I object to that.

(Testimony of Jack Butters.)

Trial Examiner Royster: I will sustain the objection.

Q. (By Mr. Flood): Did you ever see any North Shore labels at the plant?

A. Well, none except what came in the one car in dispute.

Q. You never saw any supply of labels there, did you? A. No.

Q. And you were never asked to use them?

A. No.

Q. Were you there on January 11th?

A. Yes.

Q. What did you have to do, if anything, with the carload that arrived from the Great Northern spur?

A. Well, my job there was usually on cars that are shipped in; I break the seal on the cars and help open the door.

Q. What did you do in this case; just describe what you did.

A. I broke the seal on the car and opened the door.

Q. And what further?

A. I just don't remember now whether I pulled the bundle [237] out of the doorway or someone else did but the bundle was pulled out of the doorway and examined and it was found that—

Q. Did you see any label on it?

A. It was found that the North Shore label was on it; that is, the certigrade label with the North Shore trade name on it.

(Testimony of Jack Butters.)

Q. It was a certigrade label similar to the certigrade Respondent's Exhibit No. 10 which the court rejected, was it?

A. That is right except that it did not have the union label on it.

Q. Except that it did not have the union label on it?

A. It did not have the union label on it.

Q. And then what happened?

A. The men at that time made the statement that due to the fact that the union label was not on the product that they would have to decline from using that product, that is from processing those shingles into shakes until they were notified as to whether it was proper to groove them.

Q. What did the men do?

A. They went home.

Q. Did you order them to go home?

A. No, I did not.

Q. What was your, the reason for your discharge the next morning?

Mr. Constantine: I object. [238]

Trial Examiner Royster: I will overrule the objection. Do you mean what reason was given him?

Mr. Flood: Yes.

Trial Examiner Royster: All right.

The Witness: On January 11th when this car load of Canadian shingles came in Mr. Ralph Stuck called Mr. John Martin at Chehalis.

(Testimony of Jack Butters.)

Mr. Constantine: I object to any conversation between Mr. Stuck and Mr. Martin.

Trial Examiner Royster: I will over-rule the objection.

Mr. Constantine: All right.

The Witness: After their conversation was over with, Mr. Martin asked to speak to me and during the course of our conversation he asked me if I still thought the same way that I had the time previous to that regarding Canadian shingles and I told him that I wasn't in the habit of changing my mind on things like that.

Q. I take it you had had some previous conversation with him on this subject?

A. That is right.

Q. When had that been?

A. Oh, I imagine a couple of months maybe before that, I wouldn't say the exact date.

Q. What position had you taken at that time?

A. That due to the fact that Canadian shingles were [239] considered unfair by the union and I, knowing that bringing them in and trying to process them in that plant would create a dispute between the Sound Shingle Company and the union, that, and due to the fact that I still carried a union card and I considered that I was not necessarily bound to the union, the union was not my bargaining agent, but this was only my personal feeling on the situation that Canadian shingles should not be brought in.

Mr. Flood: You may examine.

(Testimony of Jack Butters.)

Cross Examination

Q. (By Mr. Constantine): Mr. Butters, on January 11th when you went to open the car which contained the North Shore Shingles, there were some other working men with you, weren't there?

A. Yes, that is right.

Q. They were all from the shake mill?

A. That is right.

Q. Do you recall today who they were?

A. Well, there was John A. Martin, the packer on the second shift.

Q. John A. Martin is also the shop steward for the local?

A. That is right. Elwin Rosenback was the feeder on the second shift. Walter Nelson was the floor man. He opened the bundles and did other work. And, well, I believe Curley Richards was there, too, but I would not swear to that for sure but I believe he was there.

Q. Would you say that those were all the employes in the shake mill at that time? Were there any others in the shake mill?

A. Well, there were more employees of the shake mill, yes.

Q. And when these fellows whom you have described by name left work, what happened to the others in the shake mill? Did they stay or did they go home? A. They all went home.

Q. They all went home? A. That is right.

Q. You sent them home?

A. No, I did not, no.

(Testimony of Jack Butters.)

Q. Did Mr. Stuck send them home?

A. No.

Q. They just went home?

A. They just went home.

Q. How many others went home from the shake mill? A. All that were there.

Q. All of them. Do you know about how many more men there were in the shake mill who were not out there at the car when you were there?

A. There were no other ones in the shake mill. They were all out there at the car.

Q. So all of those at the car were the whole group who were [241] then employed at the shake mill on that second shift?

A. Well, all who were there were employed in the shake mill as I remember.

Q. What I would like to know is was there anyone other than those you have described by name who went home or were those all the employees in the shake mill at the time?

A. Well, there was no other ones that I could recall that were there at that present time except those that I mentioned.

Q. Yes. And everybody in the shake mill went home? A. All that were there, yes.

Q. So after they went home there was no one left to work in the shake mill?

A. That is right.

Q. And as I recall the testimony in response to a question by Mr. Flood you said the men refused to work on these North Shore Shingles un-

(Testimony of Jack Butters.)

til they were notified whether it was proper to work on them? A. That is right.

Q. And do you mean notified by the company or by the union?

A. Well, I would not make a statement on that. I don't know who. They made that statement and I don't know who they talked to.

Q. Do you recall which man made the statement? A. No, I don't. [242]

Q. But as a result of that statement they all went home?

A. That is right.

Q. Do you know whether that shake mill has opened up since?

A. Not to my knowledge, I don't know. I would not say.

Q. And at the time they went home it was not quitting time, was it?

A. No. It was not the usual quitting time.

Q. What time is quitting time for that shift?

A. That shift ended around 9:00 o'clock p.m. in the evening.

Q. And this was about what time when they went home?

A. Oh, between 4:30 and 5:00 o'clock p.m. I would say.

Mr. Constantine: I have no more questions.

Miss Krug: I have no questions.

Trial Examiner Royster: Is there anything else?

Mr. Flood: Yes.

(Testimony of Jack Butters.)

Re-Direct Examination

Q. (By Mr. Flood): How many employees in all were there in the shake plant? A. Nine.

Q. And how many in the shingle mill?

A. Approximately twenty-four, I believe, or twenty-three, somewhere around there.

Q. What is the relationship between the shake mill and the [243] shake plant?

Trial Examiner Royster: The shake mill and the shake what?

Q. (By Mr. Flood): The shingle mill and the shake plant. A. Well, they are all—

Q. I will withdraw the question. How many shingle machines are there?

A. Three.

Q. And how many shake machines?

A. One.

Q. And where is the shake machine located with respect to the shingling machines?

A. Well, I would say at the north end of the dry kiln.

Q. And the dry kiln is used to dry shingles?

A. That is right.

Q. Manufactured in the shingle plant?

A. That is right.

Q. And the shake plant is in the same shed as the dry kiln?

A. Well, it is in a separate shed. There is about, oh I imagine about 60 feet separating the two.

Q. The dry kiln and the shake mill?

A. And the shake mill.

(Testimony of Jack Butters.)

Q. Now, where is it with reference to the shingle mill?

A. Well, it is north of the shingle mill. The shingle [244] mill is, I would say, on the south end of the dry kiln.

Q. And what is the flow of movement of shingles that are manufactured in the shingle mill as they are taken into the dry kiln and from the dry kiln to the grooving plant?

A. Well, the shingles are first loaded on trucks and then brought into the dry kiln and they are left there approximately some eight days to ten days and then they are taken out from there and run into the shake plant.

Q. They become stock out of which you groove shakes? A. That is right.

Q. And the whole operation was under your charge as superintendent? A. That is right.

Q. The hiring and firing and the entire operation? A. That is right.

Q. And the ownership was under Mr. Martin and Mr. Barker?

A. That is right.

Q. Mr. Stuck was the bookkeeper and accountant? A. He was the office manager.

Q. It was operating in all particulars the same as it had under the prior ownership?

Miss Krug: I object to that question.

Mr. Constantine: I join in the objection.

Trial Examiner Royster: All right, the objection is sustained. [245]

(Testimony of Jack Butters.)

Mr. Flood: That is all.

Trial Examiner Royster: Is there anything else?

Miss Krug: Before this witness is excused may I confer with my client just one moment?

Trial Examiner Royster: All right. May I see Respondent's Exhibit No. 9 a moment.

Miss Krug: I have a question or two.

Cross Examination

Q. (By Miss Krug): Mr. Butters, is all the handwriting on this exhibit in your own handwriting? A. Yes, it is.

Q. The date, the words "Sound Shingle Company" and your name are all in your own handwriting? A. Yes.

Trial Examiner Royster: Your answer is "Yes?"

The Witness: As to the date, yes, I believe it is.

Q. (By Miss Krug): Do you happen to recall what was torn off there? A. No, I don't.

Miss Krug: That is all. I have no further questions.

Trial Examiner Royster: That seems to be all, Mr. Butters. You are excused.

(Witness excused.)

Mr. Flood: Counsel, I propose for the sake of expedition [246] that you stipulate that those are official certificates of registration.

Miss Krug: Both of them?

Mr. Ward: One is a letter of transmittal.

Mr. Flood: One may be a letter of transmittal.

Miss Krug: This does not purport to be a certificate, Mr. Flood.

Mr. Ward: That is right. That is a letter of transmittal.

Mr. Flood: Mr. Hilbun gave me one and we also have one from the patent office.

Miss Krug: I am willing to stipulate that it is a certificate of trademark.

Mr. Constantine: Yes, I will stipulate to that.

Trial Examiner Royster: Well, that is Respondent's Exhibit No. 11 and it is stipulated that it is what it purports to be?

(Thereupon the document above referred to was marked Respondent's Exhibit No. 11 for identification.)

Mr. Constantine: Is it offered?

Trial Examiner Royster: Not yet.

Mr. Flood: I will offer it.

Mr. Constantine: I will object.

Miss Krug: I will object.

Trial Examiner Royster: Let me see it. All right, Respondent's Exhibit No. 11 is rejected. [247]

(Thereupon the document heretofore marked Respondent's Exhibit No. 11 for identification, was rejected.)

[See page 201 of this printed Record.]

Mr. Flood: Out of the abundance of caution I should like to make an offer of proof in connection with it.

Trial Examiner Royster: All right.

Mr. Flood: I offer to prove through Exhibit No. 11 that the United Brotherhood of Carpenters

and Joiners of Indianapolis, Indiana, did on the 6th day of August, 1903, register their trademark with the Secretary of State of the State of Washington.

Trial Examiner Royster: All right, the offer of proof is rejected.

Mr. Flood: I will recall Mr. Martin.

JOHN E. MARTIN

previously sworn, testified as follows:

Re-Direct Examination

Q. (By Mr. Flood): Mr. Martin, I want to inquire a little farther into a subject raised by your testimony this morning. I understood you that in the latter part of December or early January you had two cars of shingles shipped from North Shore to some staining plant in Seattle?

A. Would you please repeat that again?

Q. Well, maybe I had better let you tell me what that transaction was. It just is not clear in my mind. [248]

A. What do you want me to tell you?

Q. What about those two carloads of shingles that you testified to this morning from North Shore to some plant in Seattle and that was then trans-shipped to North Shore's customers somewhere, which was the subject matter of the company's having shipped you the car on January 11th as a replacement therefor?

Mr. Constantine: This was gone all over once before, Mr. Examiner.

(Testimony of John E. Martin.)

Miss Krug: I will object to the form of the question.

Trial Examiner Royster: The objection is sustained. He has already testified about it.

Mr. Flood: You do not sustain it on the form of the question,—you sustain it on—

Trial Examiner Royster: That you are going over the same ground with the same witness.

Mr. Flood: I am afraid to say that I did not quite understand the testimony this morning and there is some difference between co-counsel as to what the effect of it was. I thought that I was entitled to clarify it.

Trial Examiner Royster: You have him on as your witness now. Now clarify it with the witness off the stand; if you still don't understand what he testified to then perhaps you can put him back on, but do not investigate your witness on the stand.

Mr. Flood: Well, I understand that he is an adverse witness.

Trial Examiner Royster: I understand that but that does not stop you from speaking to him.

Q. (By Mr. Flood): Well, it is correct then, is it not, that the carload that came in on January 11th, came in as a replacement?

Mr. Constantine: I object as a repetition of previous testimony.

Trial Examiner Royster: Well, it is, but I will let him answer. You may answer, Mr. Martin.

The Witness: Yes.

Mr. Flood: All right; that is all.

(Testimony of John E. Martin.)

Mr. Constantine: All right, I have no more questions.

Mr. Flood: Just a minute. [250]

* * * * *

Re-Direct Examination—(Continued)

Q. (By Mr. Flood): May I just ask you, Mr. Martin, to explain your testimony as I understood it yesterday where the car in question of January 11th was shipped to you by North Shore, North Shore as the consignor and consignee for transhipment to their customers when you had completed the grooving in connection with your testimony this morning and just a moment ago that that car came to you as your own property in replacement of former cars that had been shipped by North Shore?

Miss Krug: I will object to the form of the question.

Trial Examiner Royster: I will overrule the objection. Go ahead and explain it.

Q. (By Mr. Flood): Just explain it.

A. Just what.

Q. I want to hear your explanation.

A. You are getting me confused.

Mr. Constantine: I do object to that form of the question, "I want to hear your explanation of it," Mr. Examiner.

Trial Examiner Royster: Well—

Mr. Flood: I want to hear his testimony.

Trial Examiner Royster: There was some testimony by Mr. Martin to the effect, as I recall it,

(Testimony of John E. Martin.)

that the car which [253] came in on January 11th was a replacement for cars that earlier had been shipped for the account of North Shore. Is that correct, Mr. Martin?

The Witness: Well, if you want me to explain that for you—

Trial Examiner Royster: Yes.

The Witness: We had already shipped two cars from our own plant, that is we had grooved our own shingles; we had shipped those for the accounts of North Shore Shingle Company. Now, this car that came in on January 11th was the first car under our agreement for us to groove their shingles but this particular car that we received on January 11th would have also been grooved and shipped to North Shore Shingle Company's customers. Is that clear?

Trial Examiner Royster: Well, I will leave that up to Mr. Flood.

Mr. Flood: It was, however, a replacement?

The Witness: Well—

Q. (By Mr. Flood): It was or was not; now which was it?

A. Well, I really would not know whether you would call it a replacement or not. It would depend on how you look at it. It thought I explained it clear. What would you call it?

Q. Did the car come to you on a bill of lading from North Shore to you? [254]

A. Oh, sure, they all did. I mean all cars come in on bills of lading.

(Testimony of John E. Martin.)

Q. And then you were free to ship that car on a bill of lading from Sound Shingle to Perma Products in Chehalis, were you?

A. No, no, not when the car originally came in; not when the car was originally shipped to us. This was part of our contract to groove it and to reship it for North Shore.

Q. Do you have the bill of lading in your office?

A. Yes, sure, we have the bill of lading.

Mr. Flood: Then I ask, your Honor, that it be produced or ask for a subpoena.

Trial Examiner Royster: I do not think it is material but maybe I am wrong. I have already quashed the subpoena which would have called for that, and that is the ruling.

Mr. Flood: Which among other things would have called for that?

Trial Examiner Royster: Yes.

Mr. Flood: Do you for the record refuse us a subpoena and assign your reason for it?

Trial Examiner Royster: I will give you subpoenas all day long but I will quash them just as fast. Now, if you insist upon going through that procedure—

Mr. Flood: I would like to avoid any idle moments.

Trial Examiner Royster: Yes. [255]

Mr. Flood: But I do feel obliged to do the best I can to protect the record.

Trial Examiner Royster: Yes.

Mr. Flood: I think it is very material. So in

(Testimony of John E. Martin.)

lieu of that if you can announce for the record that you refuse a subpoena and if one were issued you would quash it upon, upon the ground, and then we will take advantage of the rule and ask it.

Trial Examiner Royster: Well, I will say this that if you were to ask for a subpoena I think that I would have to issue it to you but upon motion I would quash it immediately.

Mr. Flood: Well, may I ask then that the record show that we have asked for a subpoena duces tecum to produce the bills of lading in connection with the shipment, the carload shipment of January 11th and that the Examiner declined to issue one for the reason that if one were issued he would revoke and quash it, upon what ground?

Trial Examiner Royster: Well, I have already stated the ground.

Mr. Flood: Upon the ground that it is immaterial?

Trial Examiner Royster: Let the record show this, that I refuse to issue a subpoena duces tecum for the purpose, for I have already issued a subpoena duces tecum for that purpose, and I am not required to keep duplicating that action upon your request. [256]

Mr. Flood: And to make the record very clear about it, under Section 102.30 we request that as an aggrieved party the refusal to issue a subpoena be made a part of the record.

Trial Examiner Royster: Well, it is already part of the record, what you have said.

(Testimony of John E. Martin.)

Mr. Flood: I am just following the literal terms of the rules.

Trial Examiner Royster: And what I have said in connection with it.

Mr. Flood: That is all then. [257]

* * * * *

Trial Examiner Royster: On the record. Now, there is a question that has come up in respect to Exhibits No. 2 and 3, Mr. Flood. I understand that you intend now offering them if they have not earlier been offered?

Mr. Flood: Yes, the record shows that I have not offered them. I now move to offer them in evidence.

Mr. Constantine: I object to both of them.

Trial Examiner Royster: All right, they are rejected and will go into the rejected file.

(The documents heretofore marked Respondent's Exhibits No. 2 and 3 for identification, were rejected.)

[See pages 31-37 of this printed Record.]

Trial Examiner Royster: The record also shows some confusion between Respondent's Exhibit No. 1 and Respondent's Exhibit No. 9.

Mr. Constantine: May the record also show that Respondent's Exhibit No. 1 has been admitted as Respondent's Exhibit No. 9? [278]

* * * * *

Before officially closing the record, do you have an exhibit to introduce, Mr. Flood?

Mr. Flood: Yes, at this time I would like to have the official reporter mark the subpoena as Respondent's Exhibit No. 12.

(Whereupon the document above referred to was marked Respondent's Exhibit No. 12 for identification.)

Trial Examiner Royster: All right, the exhibit, Respondent's Exhibit No. 12 which is the subpoena duces tecum will be admitted in evidence.

(The document heretofore marked Respondent's Exhibit No. 12 for identification, was received in evidence.) [See page 201.]

Trial Examiner Royster: All right, there being nothing [280] further to come before the hearing officer the hearing is closed.

(Whereupon, at 3:00 o'clock p.m., Friday, April 25th, 1952, the hearing in the above-entitled matter was closed.)

[Endorsed]: No. 13768. United States Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. Washington-Oregon Shingle Weavers' District Council and Everett Local 2580 Shingle Weavers Union, Respondents. Transcript of Record. Petition for enforcement of order of The National Labor Relations Board.

Filed: March 23, 1953.

/s/ PAUL P. O'BRIEN,

Clerk of the United States Court of Appeals for the Ninth Circuit.

In the United States Court of Appeals
for the Ninth Circuit.

No. 13768

NATIONAL LABOR RELATIONS BOARD,
Petitioner,
vs.

WASHINGTON-OREGON SHINGLE WEAVERS' DISTRICT COUNCIL and EVERETT LOCAL 2580 SHINGLE WEAVERS UNION,
Respondents.

**PETITION FOR ENFORCEMENT OF AN
ORDER OF THE NATIONAL LABOR
RELATIONS BOARD**

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant
to the National Labor Relations Act, as amended
(61 Stat. 136, 29 U.S.C., Supp. V, Secs. 141, et seq.),
hereinafter called the Act, respectfully petitions this
Court for the enforcement of its Order against Re-
spondents, Washington-Oregon Shingle Weavers'
District Council and Everett Local 2580 Shingle
Weavers Union, their agents, successors, and as-
signs. The proceeding resulting in said Order is
known upon the records of the Board as "In the
Matter of Washington-Oregon Shingle Weavers'
District Council, Chartered by the United Brother-
hood of Carpenters and Joiners of America, Affili-
ated with the American Federation of Labor,

Everett Local 2580 Shingle Weavers Union, United Brotherhood of Carpenters and Joiners of America, A. F. of L. and John E. Martin and Frank S. Barker, Co-partners doing business as Sound Shingle Co.," Case No. 19-CC-42.

In support of this petition the Board respectfully shows:

(1) Respondents are labor organizations engaged in promoting and protecting the interests of their members in the State of Washington, within this judicial circuit where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act, as amended.

(2) Upon due proceedings had before the Board in said matter, the Board on December 19, 1952, duly stated its findings of fact and conclusions of law, and issued an Order directed to the Respondents, their agents, successors, and assigns. On the same date, the Board's Decision and Order was served upon Respondents by sending a copy thereof postpaid, bearing Government frank, by registered mail, to Respondents' counsel.

(3) Pursuant to Section 10 (e) of the National Labor Relations Act, as amended, the Board is certifying and filing with this Court a transcript of the entire record of the proceeding before the Board upon which the said Order was entered, which transcript includes the pleadings, testimony and evidence, findings of fact, conclusions of law, and the Order of the Board sought to be enforced.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon Respondents and that this Court take jurisdiction of the proceeding and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the Order made thereupon a decree enforcing in whole said Order of the Board, and requiring Respondents, their agents, successors, and assigns, to comply therewith.

Dated at Washington, D. C., this 17th day of March, 1953.

**NATIONAL LABOR RELATIONS
BOARD**

/s/ By **A. NORMAN SOMERS,**
Assistant General Counsel

[Endorsed]: Filed March 19, 1953. Paul P. O'Brien, Clerk.

[Title of U. S. Court of Appeals and Cause]

STATEMENT OF POINT ON WHICH
PETITIONER INTENDS TO RELY

To the Honorable Judges of the United States Court
of Appeals for the Ninth Circuit:

The National Labor Relations Board, petitioner
in the above proceeding, in conformity with the
rules of this Court, hereby states the following point
as that on which it intends to rely herein:

The Board correctly determined that respondents
violated Section 8 (b) (4) (A) of the Act by inducing
and encouraging the employees to refuse to work
on Canadian shingles.

Dated at Washington, D. C., this 17th day of
March, 1953.

/s/ A. NORMAN SOMERS,
Assistant General Counsel
National Labor Relations Board

[Endorsed]: Filed Mar. 19, 1953. Paul P. O'Brien,
Clerk.

[Title of U. S. Court of Appeals and Cause]

ORDER TO SHOW CAUSE

United States of America, ss:

The President of the United States of America:

To Washington-Oregon Shingle Weavers' District Council, Eitel Bldg., Seattle, Wash; Everett Local 2580 Shingle Weavers Union, Labor Temple, Everett, Wash., and John E. Martin & Frank S. Barker, co-partners, d/b/a Sound Shingle Co., Att: Mr. John E. Martin, Delta St., Marysville, Washington.

Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10(e)). you and each of you are hereby notified that on the 19th day of March, 1952 a petition of the National Labor Relations Board for enforcement of its order entered on December 19, 1952 in a proceeding known upon the records of said Board as "In the Matter of Wash.-Oregon Shingle Weavers' Dist. Coun., Chartered by the United Bro. of Carpenters & Joiners of America, Affiliated with the American Fed. of Labor, Everett Local 2580 Shingle Weavers Union, United Bro. of Carpenters & Joiners of America, AFL, and John E. Martin & Frank S. Barker, co-partners, d/b/a Sound Shingle Co., Case No. 19-CC-42," and for entry of a decree by the United States Court of Appeals for the Ninth Circuit, was filed in the said

United States Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Fred M. Vinson, Chief Justice of the United States, this 19th day of March in the year of our Lord one thousand, nine hundred and fifty-three.

[Seal] /s/ PAUL P. O'BRIEN,

Clerk of the United States Court of Appeals for
the Ninth Circuit.

Returns on Service of Writs attached.

[Endorsed]: Filed April 6, 1953. Paul P. O'Brien,
Clerk.

[Title of U. S. Court of Appeals and Cause]

**ANSWER AND CROSS-PETITION OF
RESPONDENT**

Washington-Oregon Shingle Weavers' District Council and Everett Local 2580 Shingle Weavers' Union, United Brotherhood of Carpenters and Joiners of America, A. F. of L.

To: The Honorable Judges of the United States Court of Appeals, for the Ninth Circuit:

The Washington-Oregon Shingle Weavers' District Council, chartered by the United Brotherhood of Carpenters and Joiners of America, affiliated with the American Federation of Labor, hereinafter referred to as the "District Council," and Everett Local 2580 Shingle Weavers' Union, United Brotherhood of Carpenters and Joiners of America, A. F. of L., and hereinafter referred to as "Local 2580," answering the petition of the National Labor Relations Board, hereinafter called the "Board," for the enforcement of its order against the respondents herein, and further petitioning this court to review and vacate such decision and order made and entered by the Board in a proceeding instituted upon a complaint issued against the respondents herein, allege as follows:

I.

Admit the allegations of petitioner as set forth in the first paragraph on page one thereof.

II.

With respect to paragraph (1) page one and page

two of the petition, respondents admit that they are labor organizations engaged in promoting and protecting the interest of their members in the state of Washington, within this judicial circuit; respondents deny that any unfair labor practices have occurred within this judicial district and deny that this court has jurisdiction of the subject matter of the parties herein otherwise than to take cognizance of the matter as provided under Sections 10 (e) and (f) for the purpose of reviewing the order and decision of the Board referred to and to set aside and dismiss the proceeding.

III.

Respondents admit the issuance by the Board of its order and decision, accompanied by its statement of findings of fact and conclusions of law; further that the Board's decision and order was served upon the respondents as alleged in paragraph (2); but deny the legal validity of the Board's findings, conclusions, order and decision.

IV.

Respondents admit paragraph (3) except that respondents deny that the Board filed with this court a transcript of the entire record of the proceedings before the Board.

And for further answer, affirmative defense and cross-petition, these respondents respectfully represent, allege and show:

I.

That the Washington-Oregon Shingle Weavers' District Council is a labor organization chartered by

the United Brotherhood of Carpenters and Joiners of America, affiliated with the American Federation of Labor. That Everett Local 2580 Shingle Weavers' Union, is a labor organization chartered by the United Brotherhood of Carpenters and Joiners of America, A. F. of L., and a member of the Washington-Oregon Shingle Weavers' District Council. That on June 11, 1952 Everett Local 2580 was the collective bargaining agent and representative of the employees of John E. Martin and Frank S. Barker, co-partners, doing business as the Sound Shingle Co. That at said time all of the employees of the Sound Shingle Co. were members of Everett Local No. 2580.

II.

That the constitution, by-laws and charter of the United Brotherhood of Carpenters and Joiners of America and the constitution, by-laws and charter of the Washington-Oregon Shingle Weavers' District Council and the constitution, by-laws and charter of Everett Local No. 2580, constitute contracts between each of said organizations and their membership. That on June 11, 1952, all of the employees of Local No. 2580 were bound by the aforesaid contracts and by their oath of membership to refuse to work on, process, deal in, buy or sell any product of any manufacturer not bearing the Union label of the United Brotherhood of Carpenters and Joiners of America, A. F. of L.

III.

That on June 11, 1952 the Sound Shingle Co. was obligated to and had a right to affix the Union label

to all products produced by members of Local No. 2580 at the Sound Shingle Co.

IV.

That on June 11, 1952 three Union members of Local No. 2580 walked off their jobs at the Sound Shingle Co., ten minutes after they learned that their employer wanted them to work on shingles produced in a Canadian mill, because the shingles did not bear the Union label. The Washington-Oregon Shingle Weavers' District Council and Local No. 2580 have a constitutional right to induce, encourage or exhort, either in writing or orally, any of its members to refuse to work on goods of any person if such goods do not bear the Union label. That such right is vouchsafed the District Council and the Local union by reason of their contracts with each of their members and by reason of the first amendment to the Federal Constitution and Section 7, 13 and 8 (c) of the National Labor Relations Act as amended.

V.

That the Washington-Oregon Shingle Weavers' District Council and Everett Local No. 2580 Shingle Weavers' Union, have at no time since their inception been authorized to organize or charter any organization of employees of any employer engaged in the production of shingles or shakes in the Dominion of Canada. That the Washington-Oregon Shingle Weavers' District Council and Everett Local No. 2580, Shingle Weavers' Union have at no time since their inception engaged in a labor dispute with any Canadian employer or with the em-

ployees of any Canadian employer, as those terms are used in the National Labor Relations Act as amended.

VI.

That on December 19, 1952, the National Labor Relations Board entered its order herein, which provides in substance that the respondents are required to refrain from exhorting, inducing or encouraging their members from working on or processing or otherwise handling the products of North Shore Shingle Co., Ltd., or other Canadian shingle manufacturers. That said order deprives the respondents of freedom of speech, and freedom of press, and impairs the obligations of respondents under their contracts by and between themselves and their membership, as heretofore described herein, all in violation of the First, the Fifth and Fourteenth amendments to the Federal Constitution of the United States, and said order is beyond the power and the jurisdiction of the National Labor Relations Board.

VII.

That the findings of fact, conclusions of law, decision and order of the National Labor Relations Board herein are arbitrary and capricious in that they are based on rulings admitting and rejecting evidence wholly at variance with established rules of law and evidence under both the Administrative Procedure Act and the rules of evidence governing United States district courts. To all of such rulings, respondents excepted at the time of the hearing, and upon the filing of the intermediate

report of the Trial Examiner. That said rulings of the Trial Examiner are so arbitrary and capricious as to deprive these respondents of due process of law under the Fifth amendment to the Constitution of the United States, and in violation of section 7, 8 (c) and 13 of the National Labor Relations Act as amended.

VIII.

That the occurrence complained of on January 11, 1952, when three employees of Sound Shingle Co., members of respondent Unions, ceased work, refusing to handle one carload of shingles for the reason that they did not bear the Union label, constituted an isolated, sporadic event unrelated to any of their prior or subsequent conditions of employment and that the dispute, arising as a result of their temporary cessation of work settled, composed and adjusted and did not have and does not have any detrimental effect upon labor relations between employer Sound Shingle Co. and its employees, members of respondent Unions, and that there exists nothing to invoke the jurisdiction of the National Labor Relations Board or the jurisdiction of this court to enforce any order of the National Labor Relations Board with respect thereto, or specifically to enforce the order of the Board dated December 19, 1952.

IX.

That the entire controversy here in question is moot. Any and all disputes between the Sound Shingle Co. and respondents arising or growing out of the events and situation occurring on January 11,

1952, have been completely resolved. The dispute occurring on January 11, 1952, has long since ceased. It no longer exists, and the question involved in this enforcement proceeding is utterly abstract and academic. The controversy, if any, relates to a wholly past event and does not have and cannot have any bearing upon collective bargaining relationships between the charging employer and these respondent Unions, for the reason that the employer has been operating without cessation since April of 1952 at full capacity, under a collective bargaining contract whereby all of his employees engaged in production and maintenance both in the shingle mill, the staining and the glue plant are members of respondent Unions, and respondents' motion to dismiss upon this ground, addressed to the National Labor Relations Board, should by that Board have been granted.

Wherefore, having answered and having by cross-petition asserted facts and grounds relied upon for the purpose of supporting respondents' cross-petition to set aside and dismiss the proceeding herein, these respondents pray:

1. That this court cause notice of the filing of this answer and cross-petition to be served upon the remaining respondents and upon the Board, the petitioner herein.
2. That this court review the finding, conclusions, decision and order of the Board herein and that it vacate and set aside such order in its entirety and that it order the Board to dismiss the

complaints against these respondents and deny any enforcement thereof whatsoever.

3. That this court, in the exercise of its jurisdiction, grant this respondent such other and further relief as the equities of the cause may be deemed by this court to warrant.

Dated at Seattle, Washington, this 20th day of April, 1953.

/s/ GEORGE E. FLOOD and
/s/ GEORGE J. TOULOUSE, JR.,
and
/s/ FRANCIS X. WARD,
Attorneys for Respondents.

[Endorsed]: Filed Apr. 22, 1953. Paul P. O'Brien,
Clerk.

[Title of U.S. Court of Appeals and Cause.]

STATEMENT OF POINTS ON WHICH RE-
SPONDENTS AND CROSS-PETITIONER
INTEND TO RELY ON APPEAL

To: The Honorable Judges of the United States
Court of Appeals for the Ninth Circuit.

Washington-Oregon Shingle Weavers' District Council and Everett Local No. 2580 Shingle Weavers' Union, A. F. of L., respondents in the above-entitled proceeding, and cross-petitioners therein, in conformity with the rules of this Court, hereby state the following points on which they intend to rely herein:

1. The Board erred in determining that respondents violated Section 8 (b) (4) (a) of the Act by engaging in concerted activities in inducing and encouraging their own members where the object of respondents' inducement, encouragement and concert of action was for the purpose of protecting respondents' interest in their Union label and for the purpose of enjoying their contract rights existing by and between respondents and their membership, and by and between the respondents and the employer herein questioned.
2. The Board erred in failing to find that any and all of the conduct of the respondents herein, as disclosed in the record, consisting of communications, publications and advocacy of respondents to their own membership, was not protected, concerted activity within the meaning of Section 7 of the Act, and was not privileged conduct, communication, publication and advocacy within the meaning of Section 8 (c) and Section 13 of the Act, and of the First Amendment to the Constitution of the United States; and the Board's finding communications, publications and advocacy by and between respondents and its members is evidentiary of a violation of 8 (b) (4) (a) of the Act, is beyond the jurisdiction of the Board, and this is particularly true where respondents' conduct, communications, publications and advocacy are not related to or contemporaneous with an existing labor dispute.

3. The Board erred in affirming the findings of fact, conclusions of law, intermediate report, and recommendations of the Trial Examiner and in en-

tering its order and decision dated December 19, 1952. Said findings of fact, conclusions of law and recommendations, decision and order are arbitrary and capricious and not supported by substantial evidence on the record considered as a whole.

4. The Board erred in failing to find that the only dispute shown by the record was between the employees of Local No. 2580 and their immediate employer, the Sound Shingle Company.

5. The Board erred in failing to find that the respondents had no labor dispute with or any relations with North Shore, Limited, or its employees or any other Canadian employer or manufacturer or their employees.

6. The Board erred in failing to find that the members of respondent union, Local No. 2580, who left their work on January 11, 1952, did so voluntarily and without any coercion from respondents.

7. The Board erred in finding that the respondents had or now has a policy to refuse to work on shingles of Canadian manufacture.

8. The Board erred in finding that communications, publications or advocacy exchanged between respondents and its own members involved "threats of reprisal or promise of benefit" to its own members.

9. The Board erred in failing to find that Article VI, paragraph (c) of the collective bargaining agreement existing by and between respondents and the Sound Shingle Company contemplated that respondents' members were not required to work on

products not bearing respondents' label or on products not produced under "fair" conditions.

10. The Board, in its findings of fact, conclusions of law and decision, erred in refusing to grant respondents' motion for dismissal, upon the ground that the controversy herein is entirely moot and has long since ceased and terminated and no existing justiciable issue or controversy exists between the parties hereto upon which this court's order, if any, could operate.

11. The Trial Examiner's order suppressing respondents' request for a subpoena duces tecum, directed to John N. Martin and Sound Shingle Company at the time of the hearing, affirmed as it was by the Board, was prejudicial error, in that the evidence and records called for by such subpoena related to the use or misuse of respondents' union label, which constituted the subject matter of the only active dispute between respondents and Sound Shingle and was therefore germane to the right of respondents to act in concert under Sec. 7 of the Act.

12. These respondents further rely upon the exceptions set forth in their statement of exceptions to certain findings and rulings of the Trial Examiner upon the hearing herein, which exceptions were by the Trial Examiner and the Board overruled, a copy of which are a part of the transcript filed herein, on the ground that such findings and rulings are erroneous and contrary to law.

13. That the Board erred in its findings, conclusions and decision holding that respondents' con-

duct constituted a secondary boycott against their immediate employer Sound Shingle, in furtherance of an alleged primary boycott directed against some alleged anonymous Canadian manufacturer with whom respondents had no business or collective bargaining relationship whatsoever; that on the contrary the dispute here in question was one arising exclusively between respondents and their members on the one hand and their immediate employer Sound Shingle on the other, and was primary rather than secondary.

Dated at Seattle, Washington, this 20th day of April, 1953.

/s/ GEORGE E. FLOOD and
/s/ GEORGE TOULOUSE, JR.,
and
/s/ FRANCIS X. WARD,
Attorneys for Respondents.

[Endorsed]: Filed Apr. 22, 1953. Paul P. O'Brien,
Clerk.

[Title of U. S. Court of Appeals and Cause.]

**NOTICE OF FILING OF ANSWER
AND CROSS-PETITION**

of Respondents' Washington-Oregon Shingle Weavers' District Council and Everett Local 2580 Shingle Weavers' Union, A. F. of L.

To: The National Labor Relations Board, and A. Norman Somers, Assistant General Counsel. Mr. Thomas P. Graham, Jr., Regional Director, National Labor Relations Board, Nineteenth Region, Seattle, Washington. Mary Ellen Krug, c/o McMicken, Rupp & Schweppé, Attorneys for John E. Martin and Frank S. Barker, co-partners d/b/a Sound Shingle Co.

You, and each of you, pursuant to Title 29 U. S. C. A., Section 160(e) (f), are hereby notified that on the 20th day of April, 1953, an answer and cross-petition of Washington-Oregon Shingle Weavers' District Council and Everett Local No. 2580 Shingle Weavers' Union, A. F. of L., the respondents and cross-petitioners herein, was filed with the Clerk of the United States Court of Appeals for the Ninth Circuit, in which answer and cross-petition these respondents seek to set aside the order of the National Labor Relations Board filed herein dated December 19, 1952, and to procure an order of dismissal thereof, copy of which answer and cross-petition is attached hereto.

You are notified and requested to appear and plead with respect to said answer and cross-petition

within such time as may be provided for by law, and in default thereof the Court of Appeals for the Ninth Circuit will be asked to enter such decree as it deems just and proper in the premises.

Dated this 20th day of April, 1953, at Seattle, Washington.

/s/ GEORGE E. FLOOD and

/s/ GEORGE J. TOULOUSE, JR.,

and

/s/ FRANCIS X. WARD,

Attorneys for Respondents and

Cross-Petitioners.

Affidavit of service by mail attached.

[Endorsed]: Filed Apr. 22, 1953. Paul P. O'Brien,
Clerk.

